

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Award Design Medals, Inc.		09/06/2002	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Montana Silversmiths, Inc.
Street Address:	#1 Sterling Lane
City:	Columbus
State/Country:	MONTANA
Postal Code:	59019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1098731	ADM
Registration Number:	1098730	

CORRESPONDENCE DATA

Fax Number: (303)473-2720

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-473-2733

Email: docket@hollandhart.com

Correspondent Name: Benjamin L. Blaugrund

Address Line 1: 555 Seventeenth Street, Suite 3200

Address Line 2: P.O. Box 8749

Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:

44844.0003

NAME OF SUBMITTER:

Benjamin L. Blaugrund

Total Attachments: 2

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TRADEMARK

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REEL: 002957 FRAME: 0829

OP \$65.00 1098731

ASSIGNMENT

This assignment ("Assignment"), effective July 31, 2002, is made by and between *Award Design Medals, Inc.*, an Oklahoma corporation, with an address at 1002 Hamilton Drive, Noble, Oklahoma 73068 (referred to as the "ASSIGNOR"); and *Montana Silversmiths, Inc.*, with an address at #1 Sterling Lane, Columbus, Montana ("ASSIGNEE") (collectively referred to as the "Parties").

RECITALS

ASSIGNOR and ASSIGNEE's parent company Arena Brands, Inc. are parties to a certain Agreement (the "Agreement"), dated July 31, 2002, whereby the ASSIGNOR is to assign, and ASSIGNEE is to receive, all rights, title and interest in and to U.S. Federal Registration Nos. 1,098,731 for ADM (Stylized) and 1,098,730 for a Miscellaneous Design Mark and all common law rights associated therewith and all goodwill identified thereby (hereinafter referred to as the "Marks").

IN CONSIDERATION of the foregoing, which is hereby incorporated into this Assignment by this reference, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

ASSIGNMENT

1. ASSIGNOR assigns to ASSIGNEE all worldwide rights, title and interest in and to the Marks, together with all of the goodwill in the Marks.
2. ASSIGNOR further assigns to ASSIGNEE its right to sue third parties for past infringement, dilution, cyber-piracy, unfair competition, and counterfeiting of the Marks, and to recover and hold all damages, profits and other compensation arising from such third party unlawful acts which may have occurred prior to the effective date of this Assignment.

MISCELLANEOUS

3. This Assignment shall be exclusively governed by the laws of the State of Montana without regard to its principles on the conflicts of law.
4. If any provision of this Assignment is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Assignment shall remain enforceable.
5. This Assignment shall be binding upon the Parties, their successors and assigns, and upon all others acting by, through, with or under their direction or control, and all those in privity with them.

6. This Assignment may be executed in counterparts and each taken together shall constitute one and the same document. Likewise, this Assignment may be executed by facsimile signatures, each of which shall constitute an original signature.

7. The persons signing below represent and warrant that they have the authority to execute this document on behalf of the respective entities, corporations, partnerships, or for themselves individually. Further, each party has full legal power and authority to enter into and perform this Assignment in accordance with its terms.

AWARD DESIGN MEDALS, INC.

Date: 9/6/02

By: [Signature]
Name: Wendell Hamilton
Title: Pres.

STATE OF Oklahoma)
COUNTY OF Tulsa) ss.

The foregoing Assignment was subscribed and sworn to before me this 6th day of September, by Wendell Hamilton, as President of Award Design Medals, Inc.

Witness my hand and official seal.

My commission expires: May 8, 2006
Comm# 02008068

[Signature]
Notary Public

Accepted and Agreed To:

MONTANA SILVERSMITHS, INC.

By: [Signature]
Name: DENNIS POTZMAN
Title: PRESIDENT/COO