

11-23-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office



RECOI  
TR. 102887708

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11-11-11

1. Name of conveying party(ies)/Execution Date(s):

Southwest Recreational Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) April 1, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Dynamic Sports Construction, Inc.

Internal

Address:

Street Address: 301 Sonny Dr.

City: Leander

State: Texas

Country: USA Zip: 78641

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship USA
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2266858;  
259774; 2239178; 2893536

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kelly Latz

Internal Address:

Street Address: 98 San Jacinto Blvd.,  
Suite 2000

City: Austin

State: Texas Zip: 78701

Phone Number: (512) 322-4744

Fax Number: (512) 477-5267

Email Address: klatz@fhh.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

*[Handwritten Signature]*

November 17, 2004

Date

Kelly Latz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/22/2004 GT0N11 00000062 2266858

01 FC:8521

40.00 OP

02 FC:8522

75.00 OP

TRADEMARK  
REEL: 003081 FRAME: 0214

## ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS ("Assignment") is made as of April 1, 2004, by and between SOUTHWEST RECREATIONAL INDUSTRIES, INC., a Texas corporation, ("Assignor"), on the one hand, and DYNAMIC SPORTS CONSTRUCTION, INC., a Texas corporation ("Assignee"), on the other hand.

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated March 26, 2004, as amended (the "Purchase Agreement"), pursuant to which Assignee is to acquire certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement;

WHEREAS, Assignor is the owner of certain Patents (as defined below) and certain Trademarks (as defined below) which it desires to assign to Assignee;

WHEREAS, Assignee desires to accept such assignment of Patents and Trademarks; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in exchange for the assignment below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

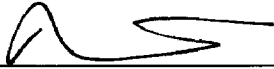
1. The Patents. Assignor and Assignee agree that, for purposes of this Assignment, Patents shall mean the United States Patents and pending United States Patent Applications listed on Schedule A attached hereto and incorporated herein by this reference that are owned by, registered in the name of, and used exclusively in the Business.
2. The Trademarks. Assignor and Assignee agree that, for purposes of this Assignment, Trademarks shall mean those trademarks and tradenames listed on Schedule B attached hereto and incorporated herein by this reference that are owned by, registered in the name of, and used exclusively in the Business.
3. Conveyance. Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof. Assignor further assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Patents, including all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof,

including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries. Assignor hereby authorizes and requests issuance of any all patents on said inventions to Assignee, and asserts that it will not execute any agreements inconsistent therewith.

0. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.
5. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.
6. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments contemplated by this Assignment of Patents and Trademarks.
7. Notices. All notices or other communications or deliveries provided for under this Assignment of Patents and Trademarks shall be given as provided in the Purchase Agreement.
8. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.
9. Amendments. No amendment of any provision of this Assignment of Patents and Trademarks shall be valid unless the same shall be in writing and signed by Assignor and Assignee.
10. Counterparts. This Assignment may be executed in two or more counterparts (including by means of telecopied signature pages) each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

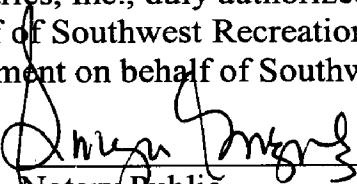
IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their authorized representatives, all as of the day and year first above written.

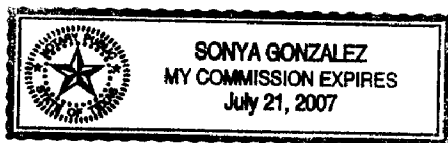
**SOUTHWEST RECREATIONAL  
INDUSTRIES, INC.**

By:   
Name: Thomas Paccioretti  
Title: Chief Restructuring Officer

STATE OF Texas :  
COUNTY OF Williamson :

On this 5<sup>th</sup> day of April, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas Paccioretti, known by me to be the person above named and an officer of Southwest Recreational Industries, Inc., duly authorized to execute this Assignment of Patents and Trademarks on behalf of Southwest Recreational Industries, Inc., who signed and executed the foregoing instrument on behalf of Southwest Recreational Industries, Inc.

  
Notary Public  
My Commission Expires: 7-21-07



**DYNAMIC SPORTS CONSTRUCTION, INC.**

By: [Signature]  
Name: Robert Wolesensky  
Title: President

STATE OF Texas :  
COUNTY OF Williamson :

On this 1st day of April, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert Wolesensky, known by me to be the person above named and an officer of Dynamic Sports Construction, Inc., duly authorized to execute this Assignment of Patents and Trademarks on behalf of Dynamic Sports Construction, Inc., who signed and executed the foregoing instrument on behalf of Dynamic Sports Construction, Inc.

[Signature]  
Notary Public  
My Commission Expires: 1-26-07

