

1-24-05

01-27-2005

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

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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102927253

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

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

Traxxas Corporation

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

Citizenship (see guidelines)

Execution Date(s) June 30, 2003

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: Traxxas LP

Internal

Address:

Street Address: 1100 Klein Road

City: Plano

State: Texas

Country: United States Zip: 75074

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)
76/177,324

B. Trademark Registration No.(s)

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: Gregory W. Carr, Esq.

Internal Address:

Street Address: 900 Jackson Street
670 Founders Square

City: Dallas

State: Texas Zip: 75202

Phone Number: (214) 760-3000

Fax Number: (214) 760-3003

Email Address: gcarr@CarrIP.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____

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OPR/FINANCE

9. Signature:

Gregory W. Carr
Signature

1/18/05
Date

Gregory W. Carr

Name of Person Signing

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

3

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

01/26/2005 ECOOPER 00000142 76177324

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40.00 DP

TRADEMARK
REEL: 003105 FRAME: 0321

TRADEMARK ASSIGNMENT
NUNC PRO TUNC

WHEREAS, **TRAXXAS CORPORATION** (“Assignor”), a Texas corporation having its principal place of business at 1100 Klein Road, Plano, Texas 75074, has used and is the owner of the entire right, title and interest in and to the trademark MAXX and the pending United States Trademark Application Serial Number 76/177,324 for MAXX (the “Trademark Properties”);

WHEREAS, Assignor has previously sold and assigned the entire right, title and interest in and to the aforementioned Trademark Properties, including the goodwill of the business symbolized thereby, to **TRAXXAS LP** (“Assignee”), a Texas limited partnership having its principal place of business at 1100 Klein Road, Plano, Texas 75074, as set forth in a certain asset purchase agreement dated June 30, 2003 (“Effective Date”), by and between Assignor and Assignee;


WHEREAS, this Assignment was intended and is considered by the Assignor to be effective for all purposes on June 30, 2003.

NOW THEREFORE, for good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, and transfer to Assignee, *nunc pro tunc*, as of June 30, 2003, all right, title and interest in and to the Trademark Properties, together with the goodwill of the business symbolized thereby. This Assignment also assigns, conveys and transfers to Assignee the right to apply for and register the MAXX trademark throughout the United States and in all other countries of the world, as well as the right to sue for and recover damages for past, present and future infringements of the MAXX trademark.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized officer.

TRAXXAS CORPORATION

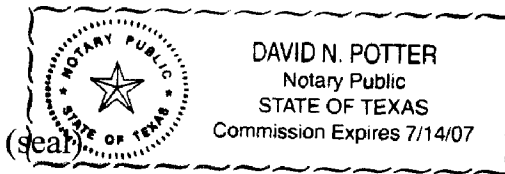
Date: 1/11/05

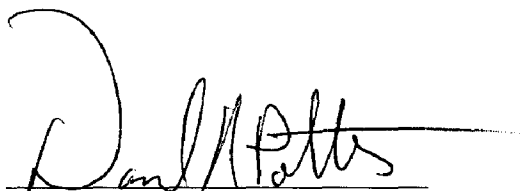
By: 
David B. Katz
President

STATE OF Texas §
 §
COUNTY OF Dallas §

On this 11 day of JAN, 2005, before me personally appeared David B. Katz, President of Traxxas Corporation, a Texas corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature: 
Notary Public

MY COMMISSION EXPIRES: 7-14-07