

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
Knucklebone, LLC		11/30/2005	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Answer Products, Inc.		
Street Address:	28209 Avenue Stanford		
City:	Valencia		
State/Country:	CALIFORNIA		
Postal Code:	91355		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2652954	DRIVE TECHNOLOGIES	
Registration Number:	2497850	JUMPER	
CORRESPONDENCE DATA			
Fax Number:	(415)439-1500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4154391422		
Email:	szablocki@kirkland.com		
Correspondent Name:	Kirkland & Ellis, Attn: Susan Zablocki		
Address Line 1:	555 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	41273-1 SZ		
NAME OF SUBMITTER:	Susan Zablocki		
Signature:	//susan zablocki//		

CH \$65.00 2652954

Date:

01/03/2006

Total Attachments: 7

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AMENDMENT TO TRADEMARK ASSIGNMENT
BY AND BETWEEN KNUCKLEBONE, LLC AND ANSWER PRODUCTS, INC.

This AMENDMENT ("Amendment") is entered into as of November 30, 2005 (the "Effective Date") by and between Knucklebone, LLC, a California limited liability company, with its offices located at 2363 Teller Road, Suite 104, Newbury Park, CA 91320 ("Knucklebone") and Answer Products, Inc., a California corporation, with its offices located at 28209 Avenue Stanford, Valencia, CA 91355 ("Answer"). Knucklebone and Answer shall be known collectively as the "Parties" and each individually as a "Party" or the "Party."

This Amendment incorporates by reference that certain Trademark Assignment entered into as of November 10, 2004 by and between Knucklebone and Answer (the "Trademark Assignment"). To the extent the terms, provisions, covenants or conditions in this Amendment are inconsistent with those in the Trademark Assignment, the terms, provisions, covenants and conditions in this Amendment shall control and be binding on the Parties as of the Effective Date. All other terms, provisions, covenants and conditions in the Trademark Assignment shall remain in full force and effect and shall not be superseded by this Amendment.

1. Schedule A U.S. Trademark Registrations. The Parties agree to amend Schedule A of the Trademark Assignment to add U.S. registered federal trademark "DRIVE TECHNOLOGIES" (Registration Number 2,652,954) and U.S. registered federal trademark "JUMPER" (Registration Number 2,497,850).

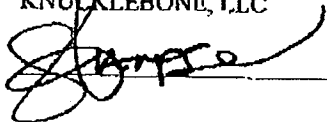
2. Schedule C Unregistered Trademarks. The Parties agree to remove from Schedule C of the Trademark Assignment the unregistered trademarks "DRIVE" and "JUMPER".

3. Counterparts. This Amendment may be executed or otherwise authenticated in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed, or otherwise authenticated, and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile, email or similar electronic transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment.

4. No Other Amendments. Except as expressly set forth herein, no change is made hereby to the terms and provisions of the Trademark Assignment and, as amended hereby, the Trademark Assignment shall remain in full force and effect.

5. No Waiver. Nothing in this Amendment shall be deemed or construed as a waiver of any rights Answer or Knucklebone may have under the Trademark Assignment or otherwise.

AGREED:
KNUCKLEBONE, LLC



Name: SPENCER THOMPSON

Title: MANAGING MEMBER

AGREED:
ANSWER PRODUCTS, INC.



Name: Glenn Miller

Title: President

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 10, 2004 ("Effective Date") by and between Knucklebone, LLC, a California limited liability company, with its principal office at 2363 Teller Road, Suite 104, Newbury Park, CA 91320 ("Assignor"), and Answer Products, Inc., a California Corporation, with its principal office at 28209 Avenue Stanford, Valencia, CA 91355 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the foreign trademark registrations set forth on Schedule B attached hereto and the unregistered trademarks set forth on Exhibit C attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any

application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2,322,996	February 29, 2000	KNUCKLEBONE
2,474,750	August 7, 2001	KB (stylized logo)
2,339,771	April 11, 2000	grip design mark

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS

Country	Registration No.	Registration Date	Mark
Australia	776,072		KNUCKLEBONE

SCHEDULE C

UNREGISTERED TRADEMARKS

DRIVE
JUMPER
KNUCKLEBONE TWO/THOUSAND/TWO PERFORMANCE EQUIPMENT