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		U.S. Department of Commerce		
FORM PTO-1618A Expires 06/30/99 OMB 0651-0027	LIBANI BAND NIKE KUN TITIA NIKE BAND BAN DAK BAN	Patent and Trademark Office  04 - 18 - 2000		
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, RECORDA	U.S. Patent & TMOfc/TM Mail Ropt Dt. #31	101323898		
	MARKS ONLY			
TO: The Commissioner of Patents and Trademarks: Submission Type	Conveyance Type	inal document(s) or copy(les).		
X New	X Assignment	License		
Resubmission (Non-Recordation) Document ID #	Security Agreement	Nunc Pro Tunc Assignment  Effective Date		
Correction of PTO Error	Merger	Month Day Year		
Reel # Frame #	Change of Name	02 08 91		
Corrective Document Reel # Frame #	Other			
Conveying Party	Mark if additional names of conveying	Excountion Dute		
Name NO FAULT INDUSTRIES, INC.		Month Day Year		
Formerly				
Individual General Partnership	Limited Partnership X C	Corporation Association		
Other				
X Citizenship/State of Incorporation/Organiza	tion Louisiana			
Receiving Party	Mark if additional names of receiving	ng parties attached		
Name David W. Brantley and Jeans		crustees, for and on		
behalf of the David W. Brar	tley Children's Trust			
Commended				
Composed of				
Address (line 1) 11325 Pennywood Avenue				
Address (line 2)				
Address (line 3) Baton Rouge	Louisiana	70809		
City	State/Country Limited Partnership	Zip Code If document to be recorded is an		
Individual General Partnership	_ Limited Partitership	assignment and the receiving party is not domiciled in the United States, an		
Corporation Association		appointment of a domestic		
X Other Trust representative should be attached. (Designation must be a separate document from Assignment.)				
X Citizenship/State of Incorporation/Organization Louisiana				
FOR OFFICE USE ONLY				

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document any gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

TRADEMARK

**REEL: 002053 FRAME: 0673** 

<b>FORM</b>	PTO-1618B
Expires 06/3	30/99

## Page 2

J.S. Department of Commerce					
Patent and Trademark Office					
TRADFMARK					

Domestic R	epresentative Name a	and Address Enter for the first Rec	ceiving Party only.	
Name				
Address (line 1)				
Address (line 2)				
Address (line 3)				
Address (line 4)				
Correspond	lent Name and Addres	SS Area Code and Telephone Number (2	225) 927-9908	
Name	Robert C. Tucker	Area dode and relephone number		
Nanie	Robert C. Tucker			
Address (line 1)	P. O. Box 15928			
Address (line 2)	Baton Rouge, Louisi	ana 70895-5928		
Address (line 3)				
Address (line 4)				
Pages	Enter the total number o including any attachmen	f pages of the attached conveyance doc	eument # 3	
Enter either the	Application Number(s	or Registration Number(s)  or the Registration Number (DO NOT ENTER BOTH)	Mark if additional numbers attached H numbers for the same property). ation Number(s)	
Number of	Properties Enter the t	total number of properties involved.	# 1	
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):  Method of Payment: Enclosed X Deposit Account Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number: #  Authorization to charge additional fees: Yes No				
Statement and Signature				
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.  Robert C. Tucker    Tucker   Tucker   Robert C. Tucker   Tucker   Robert C. Tucker				
ivame	oi reison signing	Signature	Date Signed	

TRADEMARK REEL: 002053 FRAME: 0674

## TRADEMARK ASSIGNMENT

WHEREAS, NO FAULT INDUSTRIES, INC., a Louisiana Corporation, located and doing business at 11325 Pennywood Avenue, Baton Rouge, Louisiana 70809, has adopted and used in its business the following trademarks registered in the United States Patent and Trademark Office:

Trademark	Registration No.	Registration Date
NO FAULT and DESIGN	1,415,292	10/28/86
NO FAULT TENNIS COURTS and DESIGN	1,416,953	11/11/86

WHEREAS, DAVID W. BRANTLEY and JEANETTE JONES BRANTLEY, Co-trustees, for and on behalf of the DAVID W. BRANTLEY CHILDREN'S TRUST, a trust formed under the laws of Louisiana, are desirous of acquiring the above-identified trademarks, the registration thereof and that part of the good will of the business connected with use and symbolized by the marks.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and other good and valuable consideration, including, but not limited to the execution on this date of a Stock Sales Agreement, Stockholder's Agreement, Employment Agreement, Trademark Assignment, Trademark License Agreement, David W. Brantley's Right of First Refusal to Purchase the Sports Products Division, Indemnity Agreement, NO FAULT INDUSTRIES, INC., does hereby assign to DAVID W. BRANTLEY and JEANETTE JONES BRANTLEY, Co-Trustees, for and on behalf of the DAVID W. BRANTLEY CHILDREN'S TRUST the entire right, title and interest in and to the above-identified trademarks, the registrations thereof, and that part of the good will of the business connected with the use of and symbolized by the marks.

FURTHERMORE, No Fault Industries, Inc. and David W. Brantley agree that the primary purpose of and the consideration for the execution of this Agreement is to confer a benefit upon the DAVID W. BRANTLEY CHILDREN'S TRUST as the third party beneficiary of this Agreement.

FURTHERMORE, David W. Brantley and Jeanette Jones Brantley, Co-Trustees, do hereby accept the above-identified trademarks, the registrations thereof, and that part of the good will of the business connected with the use of and symbolized by the marks.

IN TESTIMONY WHEREOF, NO FAULT INDUSTRIES, INC., has caused this assignment to be executed by its duly authorized officer of the corporation, effective as of February 7, 1991.

WITNESSES:

NO FAULT INDUSTRIES, INC., Assignor

By:

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TRADEMARK
REEL: 002053 FRAME: 0675

DAVID W. FRANTLEY, CO-TRUSTEE,
DAVID W. BRANTLEY CHILDREN'S TRUST,
Assignee

DAVID W. BRANTLEY CHILDREN'S TRUST,
Assignee

DAVID W. BRANTLEY CHILDREN'S TRUST,
Assignee

DAVID W. BRANTLEY, CO-TRUSTEE

DAVID W. BRANTLEY CHILDREN'S TRUST,
Assignee

TRADEMARK REEL: 002053 FRAME: 0676

## PARISH OF EAST BATON ROUGE

## **CERTIFICATE**

This is it certify that the attached is a true and complete copy of the document entitled *TRADEMARK ASSIGNMENT* executed by all parties on February 8, 1991.

THUS DONE AND SIGNED in the Parish of East Baton Rouge, State of Louisiana, on this 23rd day of February, 2000.

NOTARY PUBLIC

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513 on 3-14-00

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**RECORDED: 03/17/2000**