



04-18-2000



03-17-2000

RECORDATA

U.S. Patent & TMOs/TM Mail RptDt. #31

101323898

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
 02 08 91

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/17/2000 DC04TES 00000115 1416353

FOR OFFICE USE ONLY

01 FC:481

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(225) 927-9908

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,416,953"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

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

3/13/00

Name of Person Signing

Signature

Date Signed

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:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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 8th, 1991.

WITNESSES:

Suzanne [Signature]
Sandy [Signature]

NO FAULT INDUSTRIES, INC., Assignor

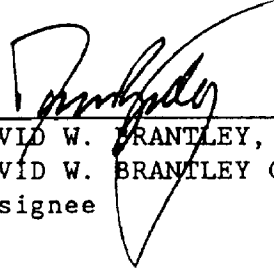
By: [Signature]
Title: President

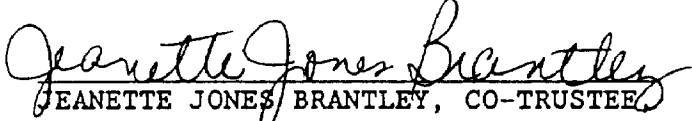
WITNESSES:

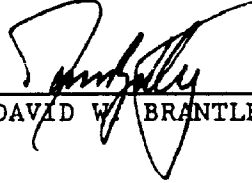
Suz Ellis
Sandy Panting

Suz Ellis
Sandy Panting

Suz Ellis
Sandy Panting


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


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


DAVID W. BRANTLEY, INDIVIDUALLY


NOTARY PUBLIC

STATE OF LOUISIANA

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.

Michelle S. Kasischek
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

Dee R. Phillips