

07-20-2001

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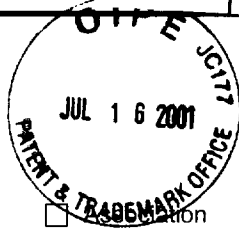
To the Honorable Commissioner of Pa

101784226

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Tuned In Sports, Inc.
100 Alderbrook Lane
W. Barnstable, MA 02668



- Individual(s)
- General Partnership
- Corporation-State: Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: InterBank Funding Corporation

Internal Address: _____

Street Address: 1733 Connecticut Avenue, N.W.

City: Washington State: DC ZIP: 20009

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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)

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyances:

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

Execution Date: June 14, 2001

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

UUD 7/16/01

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

Name: Federal Research Corporation

Internal Address: _____

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: _____

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7. Total fee (37 CFR 3.41): _____ \$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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200.00 OP

9. 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

Terrell J. Roberts

Name of Person Signing

Signature

July 6, 2001

Date

Total number of pages including coversheet, attachments and document: _____

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SCHEDULE B

Schedule B to a Patent and Trademark Assignment of Security dated June 14, 2001, by and between Tuned In Sports, Inc. and InterBank Funding Corporation.

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
Reg.# 2,080,961	22-Jul-97	Quickdraw
Reg.# 1,603,877	26-Jun-90	Great Shapes
S/N 76/090,212	26-Feb-01	TIS & Design Appln.
S/N 75882467	29-Dec-99	Tuned In Sports

SCHEDULE A

Schedule A to a Patent and Trademark Assignment of Security dated June 14, 2001, by and between Tuned In Sports, Inc. and InterBank Funding Corporation.

<u>APPLICATION OR PATENT NO.</u>	<u>ISSUE OR FILING DATE</u>	<u>TITLE</u>
6,089,247	8-Jul-00	Collapsible Frame
5,913,270	22-Jun-99	Portable Modular Field Kitchen
5,676,168	14-Oct-97	Fast Erecting Tent
09/500,290	8-Feb-00	Portable Toilet & Method
5,275,860	4-Jan-94	Foam Product for Recreational Products

PATENT AND TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Tuned In Sports, Inc., a corporation formed under the laws of Delaware, located at 100 Alderbrook Lane, W. Barnstable, Massachusetts 02668 ("Borrower"), owns the patents and patent applications shown in the attached Schedule A (the "Patents") and has adopted, used and is using the marks shown in the attached Schedule B (the "Marks"), for which there are recordings and/or registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule B; and

WHEREAS, Borrower is obligated to InterBank Funding Corporation ("Lender") pursuant to (i) a certain Amended and Restated Revolving Loan and Security Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Patent, Trademark and License Mortgage, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in (i) the Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and the recordings and applications therefor and (ii) the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Patents, and recordings and applications therefor, and the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: June 14, 2001

Witness:

Susan C Maane

TUNED IN SPORTS, INC.

By: [Signature] President
Name: Jose A Glydon
Its: President

Witness:

[Signature]

INTERBANK FUNDING CORPORATION

By: [Signature]
Name: W. THOMAS FLETCHER
Its: PRESIDENT

STATE OF MASSACHUSETTS)
) ss:
COUNTY OF BARNSTABLE)

On this 14th day of June, 2001, before me personally came Jon A. Glydon, to me known, who, being by me duly sworn, did depose and say that he is the President of Tuned In Sports, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Jessan C. Masone
Notary Public
Commission Expires: 10/21/05

STATE/DISTRICT OF Columbia)
) ss:
COUNTY OF _____)

On this 14th day of June, 2001, before me personally came W. Thomas Fleming, to me known, who, being by me duly sworn, did depose and say that he is the EVP of InterBank Funding Corporation, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

W. Thomas Fleming
Notary Public 9-14-06