

TRADEMARKS ONLY
To the Honorable
Please:



101885832

TRADEMARKS ONLY
and Trademarks
copy thereof

1. Name of Party(ies) conveying,
Scott A. Smith individually and in his capacity
as VP of Charles Caine Co dba Fear and
Loathing Sports

10-160)
RE

- Entity:
- Individual
 - General Partnership
 - Corporation-State of California
 - Association
 - Limited Partnership
 - Other _____

3. Interest Conveyed:
- Assignment
 - Security Agreement
 - Change of Name
 - Merger
 - Other _____

Name and Address of Party(ies) receiving
an interest:

Name: Donald E. Deford
Address: c/o Dead On Tools, LLC
Address: 4505 Manhattan Beach Boulevard
City: Lawndale
State: California Zip: 90260

- Individual
- General Partnership
- Corporation-California
- Association
- Limited Partnership
- Other LLC
- Citizenship _____

If not domiciled in the United States, a
domestic representative designation is
attached:

- Yes
- No

4. Application number(s) or registration number(s). Additional Sheet Attached? Yes No

A. Trademark Application No.(s) 75/241,978

B. Trademark Registration No.(s) 1,820, 028; 2,012,033; 2,025,197; 2,336,467

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

Lucy B. Arant, Esq.
RUSS, AUGUST, KABAT & KENT
12424 Wilshire Boulevard, Suite 1200
Los Angeles, California 90025

6. Number of applications and registrations
involved:

FIVE (5)

7. Amount of fee enclosed or authorized to be
charged:

The fee has already been paid; Please see
Trademark Cover Sheet Enclosed dated April
25, 2001

8. Deposit account number (Attach duplicate
copy of this form if paying by deposit
account):

DO NOT USE THIS SPACE

9. Date execution of attached document September 15, 1999

10. I declare under penalty of perjury under the laws of the United States of America that the
foregoing is true and correct. Executed on:

Lucy B Arant
Signature

October 9, 2001
Date
Lucy B. Arant
Name of Person Signing

NOTICE OF TRANSFER OF TRADEMARKS

THIS NOTICE OF TRANSFER OF TRADEMARKS is made this 15th day of September, 1999 by and between Scott A. Smith, individually and in his capacity as Vice President of Charles Caine Co. d/b/a Fear and Loathing Sports, a California corporation (collectively, "Smith") and Donald E. Deford, individually and in his capacity as President of Dead On Tools, L.L.C., (collectively, "Deford"), based on, inter alia, the following:

RECITALS

A. On or about June 1, 1999, Smith and Deford entered into a United States Trademark Security Agreement ("Security Agreement") in which Smith is referred to as "Borrower" and Deford as "Lender", pursuant to which Deford extended certain financial accommodations to Smith.

B. At the time the parties entered into the Security Agreement, Smith was the owner and/or assignee of certain intellectual property, identified in Schedule "A" attached hereto and incorporated herein by this reference as though fully set forth herein.

C. In order to induce Deford to enter into the Security Agreement and in consideration thereof, Smith mortgaged, pledged and granted a security interest in and to all of Smith's right, title and interest in the trademarks and trade names set forth in Schedule "A", and all of the goodwill of Smith associated with each of said marks and names, to secure timely payment of all amounts owing under the Security Agreement. The trademarks and trade names set forth in Schedule "A", and all of the goodwill of Smith associated with each of said marks and names, shall hereinafter be collectively referred to as the "Collateral".

D. The Security Agreement provides that in the event Smith fails to make any payment within thirty (30) days from the date such payment is due and owing, such occurrence shall be deemed an Event Of Default. The Security Agreement further provides that an occurrence of an Event of Default shall entitle Deford to take possession of the Collateral, inform the United States Department of Commerce, Patent and Trademark Office that Deford shall then be the owner of all of the right, title and interest in and to the Collateral, and that the Patent and Trademark Office may rely on such notice from Deford and shall then transfer the ownership interest in the Collateral to Deford and so indicate this transfer on its records.

E. As of the date hereof, an Event Of Default has occurred and is continuing in that Smith has failed to make the August 1, 1999 payment as required by the Security Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties set forth in the Security Agreement, and based upon the facts as outlined above, the Patent and Trademark Office is hereby instructed as follows:

TRANSFER OF TITLE

All of Smith's right, title and interest in and to the Collateral and all goodwill associated therewith is hereby granted, conveyed, assigned and transferred to Deford,. The Patent and Trademark Office is hereby instructed to transfer the ownership interest in and to the Collateral and all goodwill associated therewith to Deford and shall forthwith so indicate this transfer on its records.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Scott A. Smith

By: *Evan M. Kent*
Name: Evan M. Kent
Title: Attorney

Charles Caine Co. d/b/a Fear and Loathing Sports

By: *Evan M. Kent*
Name: Evan M. Kent
Title: Attorney

Lucy B. Arant

By: *Lucy B. Arant*
Name: Lucy B. Arant
Title: Attorney

Dead On Tools, L.L.C.

By: *Lucy B. Arant*
Name: Lucy B. Arant
Title: Attorney

SCHEDULE A

PENDING TRADEMARKS

<u>Trademark</u>	<u>Application Date</u>	<u>Application No.</u>
ROCK 'N' ROLL GOLF	February 14, 1997	75/241,978

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
DEATH STICK (design)	February 8, 1994	1,820,028
DEATH STICK (design)	October 29, 1996	2,012,033
DEATH STICK (design)	December 24, 1996	2,025,197
DEAD ON	March 28, 2000	2,336,467