

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
American Baseball Cap, Inc.  
 Corporation State Pennsylvania

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

2. Name and address of receiving party(ies)  
Name: Rawlings Sporting Goods Company, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 1859 Intertech Drive  
City: Fenton State: MO Zip: 63026

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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 conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: July 1, 2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
\_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
0799155

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Andrea F. Sellers  
Internal Address: Stinson Morrison Hecker LLP  
\_\_\_\_\_

Street Address: 1201 Walnut, Suite 2800  
\_\_\_\_\_

City: Kansas City State: Missouri Zip: 64106-2150

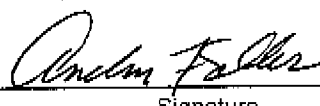
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
19-4409  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*

Andrea F. Sellers  7/22/03  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 194409 0799155

**INTELLECTUAL PROPERTY ASSIGNMENT**

**WHEREAS**, American Baseball Company, Inc., a Pennsylvania corporation, and American Baseball Cap, Inc., a Pennsylvania corporation (collectively the "Assignors") are the owner of the entire right, title and interest in and to the following intellectual property (the "Intellectual Property"):

**Business Names**

American Baseball Cap, Inc.  
American Baseball Company, Inc.

**Marks and Logos**

3 Little Men Logo (as shown on Attachment A, hereto)  
"A" with Baseball Swoosh Logo (as shown on Attachment A, hereto)  
DEFENSOR and U.S. Trademark Registration No. 799,155 therefor  
ABC  
ABC HELMET

**Web Sites**

<<http://www.abchelmets.com>>

**WHEREAS**, Rawlings Sporting Goods Company, Inc., a Delaware corporation, (hereinafter the "Assignee"), is desirous of acquiring Assignors' entire right, title and interest in and to the Intellectual Property.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors do hereby assign unto Assignee their entire right, title, and interest in and to the Intellectual Property, including, but not limited to:

- (i) all trademark rights in and to the Business Names, Marks and Logos, any similar names, marks or derivatives thereof, and the goodwill of the business symbolized by the Business Names, Marks and Logos, including all common law rights therein;

- (ii) all rights in and to the domain name "abchelmets.com;"
- (iii) all copyright, trademark and trade dress rights in and to the Web Site, including all images, branding, graphics, navigation or other characteristics related to or for the Web Site at any time prior to the effective date of this Agreement (the "Web Site Content"), it being understood that with respect to the MLB, Minor League, USA Baseball and individual baseball club logos, Assignors are assigning their right to use such trademarks on the Web Site only; and
- (iv) all derivations, modifications, changes, translations, revisions, elaborations, adaptations or transformations of the Web Site or Web Site Content;

and all claims for damages by reason of past infringement of the Intellectual Property, with the right to sue and collect therefor.

Assignors warrant that they have not licensed, sold or otherwise transferred any rights in or to the Intellectual Property to any third party and recognizes that, by virtue of this assignment and the Asset Purchase Agreement between the parties dated April 24, 2003, they have no right to use, license, sell or otherwise transfer any rights in or to the Intellectual Property in association with baseball helmets or any other goods or services.

Assignors agree to execute any further documents and do all acts that may be needed in the future to record and vest full title in and to the Intellectual Property in Assignee. Assignors further agree to cooperate with Assignee as reasonably necessary to acquire, register, maintain and enforce Assignee's rights in the Intellectual Property, including by providing dates of first use, maintaining and providing samples of use and signing declarations regarding use of

the Business Names, Marks and Logos. To that end, Assignors will execute the declaration attached hereto concurrently with execution of this Agreement.

This Assignment is dated and effective as of the 1st day of July, 2003.

American Baseball Company, Inc.

By: Robert L. Wolfe

Printed name: Robert L. Wolfe

Title: President

**ACKNOWLEDGEMENT**

State of Pennsylvania )

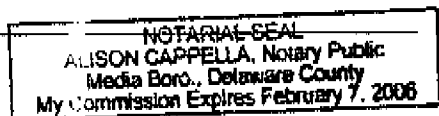
County of Delaware )

Subscribed and sworn to before me this 30<sup>th</sup> day of June, 2003.

Alison Cappella  
Notary Public

(SEAL)

MY COMMISSION EXPIRES:



American Baseball Cap, Inc.

By: *Robert L. Wolfe*

Printed name: Robert L. Wolfe

Title: President

**ACKNOWLEDGEMENT**

State of *Pennsylvania* )  
County of *Delaware* )

Subscribed and sworn to before me this *30<sup>th</sup>* day of *June*, 2003.

*Alison Cappella*  
Notary Public

(SEAL)

MY COMMISSION EXPIRES:



Rawlings Sporting Goods Company, Inc.

By: Howard B. Keene

Printed name: Howard B. Keene

Title: President

Wm 7/1/03

**ACKNOWLEDGEMENT**

State of Missouri )

County of St. Louis )

Subscribed and sworn to before me this 1 day of July, 2003.

Carmen Segelle  
Notary Public

(SEAL)

MY COMMISSION EXPIRES:

10-30-2004

