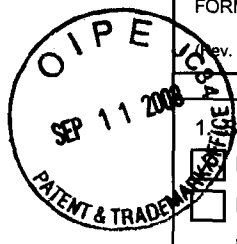


9/11/03

09-17-2003

Commissioner of Patents

Washington, D.C. 20231



FORM PTO-1618A

RE



U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

102553918

Patent and Trademark Office

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

1. Submission Type

New

Resubmission (Non-Recordation)

Document ID # _____

Correction of PTO Error

Reel # _____ Frame # _____

Corrective Document

Reel # _____ Frame # _____

2. Name of Conveying Party(ies):

GDH International, Inc.

611 Magic Mile Street

Arlington, Texas 76011

Individual(s) Association

General Partnership Limited Partnership

Corporation-State **TEXAS**

Other: _____

Additional Name(s) of conveying attached? Yes No

3. Name and Address of Receiving Party(ies):

Name: **NB Trademarks, Inc.**

Street Address: **1209 Orange Street**

City: **Wilmington**

State: **Delaware** Zip: **19801**

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

4. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other: _____

Effective Date: **MAY 31, 2001**

5. Application number(s) or registration number(s):

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

Additional Sheet attached? Yes No

7. Number of applications and registrations involved: **8**

6. Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136

JACOBSON HOLMAN

400 7th Street, N.W.

Washington, DC 20004

Tel. 202-638-6666

Attorney Docket No. **12759/G-12759**

8. Total fee (37 CFR 3.41)..... \$ **215**

Enclosed

Any deficiencies in enclosed fees are authorized to be charged to account **06-1358**

09/16/2003 81011 00000003 1722170
01 FC:8521 40.00 OP
02 FC:8522 175.00 OP

DO NOT USE THIS SPACE

10. 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.

Simor L. Moskowitz *Simor L. Moskowitz /MSC* **September 11, 2003**

Name of Person Signing Signature Date

Total number of pages excluding cover sheet: **5**

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
ALIEN SPORT	1,722,170	OCTOBER 6, 1992
HYDRO-TOUCH	1,987,605	JULY 16, 1996
ALIEN SPORT & DESIGN	2,026,089	DECEMBER 24, 1996
MISCELLANEOUS DESIGN (ALIEN I WEDGE)	2,194,527	OCTOBER 13, 1998
TOURSHOT	1,564,820	NOVEMBER 7, 1989
DS9	2,411,274	DECEMBER 5, 2000
ENERGYMAGNET	2,390,582	SEPTEMBER 26, 2000
QUADMETAL	2,553,097	MARCH 26, 2002

TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT

This TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT made this 31st day of May, 2001 by and between GDH International, Inc. (hereinafter referred to as "Assignor"), a Texas corporation having its principal place of business at 611 Magic Mile Street, Arlington, Texas 76011 and NB Trademarks, Inc. (hereinafter referred to as "Assignee"), a Delaware corporation having its principal place of business at 200 West Ninth Street, Suite 102, Wilmington, Delaware 19801.

WHEREAS, Assignor wishes to transfer all of its rights, title and interest in and to the trademarks and service marks, and the registrations and applications therefor, all as identified in the attached Schedule A (hereinafter referred to as the "ASSIGNED MARKS"); and

WHEREAS, Assignee, is desirous of acquiring the entire right, title and interest in and to the ASSIGNED MARKS, and the listed registrations and applications therefor, together with the goodwill of the business pertaining thereto.

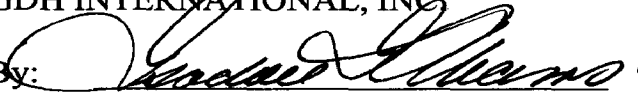
NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, Assignor's entire right, title and interest in and to the ASSIGNED MARKS, and the listed registrations and applications therefor, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for and damages by reason of past infringement of the ASSIGNED MARKS, with the right to sue for

and collect the same for its own use and benefit, and for the use and on behalf of its successors,
assigns or other legal representatives.

IN TESTIMONY WHEREOF, the parties have caused their names to be signed, effective
as of the date set forth above.

May 31, 2001

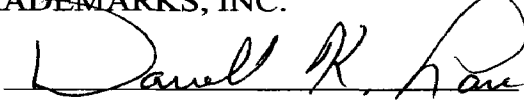
GDH INTERNATIONAL, INC

By: 

ISAAC I. ABRAMS
Print Name and Title CHAIRMAN & CEO, &
CHIEF RESTRUCTURING OFFICER

May 31, 2001

NB TRADEMARKS, INC.

By: 

DARRELL K. LANE PRES.
Print Name and Title

SCHEDULE A

AUSTRALIA

MARK	REG./SERIAL NO.	DATE
ALIEN SPORT	580,976	12/1/95
ALIEN TUTCH	705,868	5/29/97
CROSS BOW	A639727	9/7/94
QUADMETAL	SN No. 794301	5/17/99
TOURSHOT	755832	2/25/98

CANADA

MARK	TMA/SERIAL NO.	DATE
ALIEN TUTCH	TMA 527,664	5/11/00
ALIEN SPORT	TMA 438,287	1/27/95
QUADMETAL	SN #1015992	5/17/99

CHINA

MARK	REG./SERIAL NO.	DATE
ALIEN TUTCH	1093739	9/7/97
ALIEN SPORT	SN No. 960062155	5/24/96
QUADMETAL	SN No. 9900053819	5/17/99

HONG KONG

MARK	REG./SERIAL NO.	DATE
QUADMETAL	SN No. 43034/1999	5/17/99
TOURSHOT	2422535	6/30/92

MEXICO

MARK	REG./SERIAL NO.	DATE
QUADMETAL	SN No. 375,530	5/17/99

NEW ZEALAND

MARK	REG./SERIAL NO.	DATE
QUADMETAL	SN No. 309627	5/17/99

SOUTH AFRICA

MARK	REG./SERIAL NO.	DATE
ALIEN SPORT	925335	6/19/95
ALIEN TUTCH	SN No. 96/6843	5/22/96

TAIWAN

MARK	REG./SERIAL NO.	DATE
ALIEN TUTCH	768981	7/16/97

ALIEN SPORT	768963	7/16/97
QUADMETAL	SN No. (88)023177	5/15/99
TOURSHOT	533673	9/1/91

UNITED STATES

MARK	REG./SERIAL NO.	DATE
ALIEN SPORT	1,722,170	10/6/92
HYDRO-TOUCH	1,987,605	7/16/96
ALIEN SPORT & DESIGN	2,026,089	12/24/96
MISCELLANEOUS DESIGN (ALIEN I WEDGE)	2,194,527	10/13/98
CROSSBOW	1,947,541	1/9/96
TOURSHOT	1,564,820	11/7/89
TI-RYLLIUM	SN # 75/613,891	12/30/98
VADER [ABANDONED 9/15/00]	SN # 75/724,308	6/8/99
DS9	2,411,274	12/5/00
ENERGYMAGNETS	2,390,582	9/26/00
QUADMETAL [ABANDONED 11/3/00]	SN # 75/588,984	11/16/98
TI-BRETTA [ABANDONED 9/15/00]	SN # 75/729,856	6/15/99
VIBRATION CONTROL SYSTEM & DESIGN	SN # 75/904,423	1/28/00
EXTREME XTP	SN # 75/904,671	1/28/00
EXTREME TOUR PERFORMANCE	SN # 75/904,421	1/28/00

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