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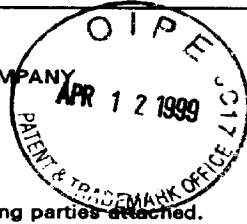
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PATENTS ONLY

MCA 4-12-99

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

1. Name of Conveying Party(ies):

MANN'S BAIT COMPANY



Additional names of conveying parties attached.

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

Name: ACTION PERFORMANCE COMPANIES, INC.

Internal Address:

Street Address: 4707 E. Baseline Rd.

City, State, Zip: Phoenix, AZ 85040

Additional name(s) and address(es) attached.

3. Nature of Conveyance:

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

Execution Date: March 29, 1999

4. (A) Patent Application Number(s): 08/1950,631.

4. (B) Patent Number(s):

Des. 406,634 granted March 9, 1999

If this document is being filed together with a new application, the execution date of the application is:

Additional Numbers Attached.

5. Name and Address of Party to whom Correspondence Concerning this Document Should be Mailed:

Name: J. ERNEST KENNEY  
Address: Bacon & Thomas, PLLC  
625 Slaters Lane - 4th Floor  
Alexandria, Va 22314

6. Total Number of Applications and Patents Involved:

1

7. Total Fee:

(37 CFR 3.41)

\$40.00

- Enclosed.
- Authorized to be charged to deposit account.

8. Deposit Account Number:

02-0200

ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT.

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9. Statement and Signature:

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

J. ERNEST KENNEY, Reg.No. 19,179  
Name of Person Signing

Signature

9 April 1999

Date

Total number of pages including cover sheet: 5

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RWB105.OE085650.ASG

4/22/1999 10:00AM

PTC:581

PATENT

REEL: 9893 FRAME: 0359

ASSIGNMENT

Mann's Bait Company

names of ASSIGNOR(S)

hereinafter "ASSIGNOR", is owner of record of each U.S. patent and/or U.S. patent application identified on Appendix A hereof, each such patent and patent application hereinafter referred to as "U.S. Patent Property".

As used herein, "U.S. Patent Property" also shall include any Related U.S. Patent and Patent Application (as defined herein); all inventions and subject matter disclosed in the U.S. Patent Property, whether claimed therein or not; and any extension, substitute, reissue and reexamination certificate based upon the U.S. Patent Property. "Related U.S. Patent and Patent Application" shall mean any U.S. patent application, irrespective of its filing date, that was, is or will be related to any U.S. Patent Property as a provisional, continuation, continuation-in-part, continued prosecution or divisional U.S. patent application or any U.S. patent application which any part of the U.S. Patent Property claims priority rights and any U.S. patent granted or that may be granted on such U.S. patent application.

ASSIGNOR, for good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, hereby grants, assigns and conveys to Action Performance Companies, Inc.

name of ASSIGNEE

hereinafter "ASSIGNEE", a corporation of Arizona having its principal address at 4707 E. Baseline Rd., Pheonix, AZ 85040, the entire right, title and interest in and to the U.S. Patent Property throughout the United States of America and its Territorial Possessions.

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE all right, title and interest in and to the foreign Patent(s) or Patent Application(s) identified on Appendix A hereof, hereinafter referred to as "Foreign Patent Property". The U.S. Patent Properties and Foreign Patent Properties collectively may be referred to herein as "U.S. and Foreign Patent Properties".

ASSIGNOR also hereby grants, assigns and conveys to ASSIGNEE the right to apply anywhere in the World for foreign patent(s) or the equivalent in respect of or based upon the U.S. and Foreign Patent Properties including the right to claim the benefit of any international convention or treaty including the Patent Cooperation Treaty (PCT) and to claim priority pursuant to rights accorded ASSIGNOR under the terms of the International (Paris) Convention For The Protection of Industrial Property and any and all other available international conventions and treaties.

ASSIGNOR also sells, assigns and transfers to ASSIGNEE the right to assert and enforce all rights arising from the U.S. and Foreign Patent properties with respect to any infringement of same

that occurred before execution of this Assignment and to retain any monies or other damages or awards that may be received by ASSIGNEE as a result thereof.

ASSIGNOR hereby covenants that ASSIGNOR has the right to grant this Assignment, and that no other assignment, sale agreement, pledge or encumbrance of any kind has been or will be entered into which will or would conflict with this Assignment, or otherwise interfere with the transfer of rights stated in this document, or the enjoyment of such rights by ASSIGNEE. If the person(s) signing this ASSIGNMENT is acting in a representative capacity on behalf of ASSIGNOR, then ASSIGNOR and such person(s) hereby represent and warrant that such person(s) is(are) duly authorized and empowered by ASSIGNOR to execute this ASSIGNMENT on behalf of ASSIGNOR.

ASSIGNOR further covenants to execute or have executed any documents in connection with affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of said U.S. and Foreign Patent Properties that may be legally requested of ASSIGNOR by ASSIGNEE and that ASSIGNOR is legally capable of executing or having executed, all without further consideration except direct incidental costs related thereto.

ASSIGNOR further agrees to furnish to ASSIGNEE copies of any documents or other information in ASSIGNOR's possession, custody or control that legally may be requested of ASSIGNOR by ASSIGNEE in connection with enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Assignment and incidental to the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership by Assignee of the U.S. and Foreign Patent Properties all without further consideration except direct costs related thereto.

ASSIGNOR also agrees to provide testimony for or on behalf of ASSIGNEE that lawfully may be required or requested of ASSIGNOR by ASSIGNEE in respect of enforcing, defending or affirming the rights of ASSIGNEE pursuant to this Agreement and the filing, prosecution, maintenance, defense, enforcement, licensing and transferral of ownership of the U.S. and Foreign Patent Properties, all without further consideration, but subject to ASSIGNEE's payment of ASSIGNOR's reasonable direct expenses in respect to such testimony, including lost earnings or wages, incurred by ASSIGNOR in connection with ASSIGNOR's furnishing such testimony.

With respect to pending patent applications constituting the U.S. and Foreign Patent Properties, ASSIGNOR hereby authorizes any patent office or agency responsible for the administration of intellectual property laws anywhere in the World to grant patent rights or the equivalent thereof to ASSIGNEE to the full end of the term for which any such patent or equivalent rights may be

granted or requested by ASSIGNEE, as fully and entirely as the same would have been granted to ASSIGNOR had this assignment not been made.

The rights and obligations of ASSIGNOR under this instrument shall extend to and be binding upon ASSIGNOR's successors, heirs, executors, administrators and legal representatives. The term ASSIGNEE, as used herein, shall include ASSIGNEE's successors, assigns, transferees, heirs, executors, administrators and legal representatives.

IN WITNESS WHEREOF, I(We) have hereunto set hand and seal this 29 <sup>x</sup> day of March, 1999, at Eufala, AL.

Mann's Bait Company  
1111 State Docks Rd.  
Eufala, AL 36027

By F.J. Oelerich, Jr.  
F.J. Oelerich, Jr.  
President

NOTARY

M. Powell

MY COMMISSION EXPIRES 3/22/00

## APPENDIX A

## ASSIGNMENT BY MANN'S BAIT COMPANY

## U.S. PATENT(S) AND PATENT APPLICATION(S)

<u>Patent Number</u>	<u>Date Granted</u>	<u>Serial Number</u>	<u>Filed On</u>	<u>Title</u>	<u>Recorded At</u>
Des. 406,634	3/9/99	29/085,650	3/27/98	Race Car Fishing Lure	Reel/Frame 9455/0425 (4/24/98)

## FOREIGN PATENT(S) AND PATENT APPLICATION(S)

<u>U.S. Equiv.*</u>	<u>Country</u>	<u>Patent Number</u>	<u>Date Granted</u>	<u>Serial Number</u>	<u>Filed On</u>
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NONE

\*Corresponding U.S. Patent Application or Patent

RWB105.OE085650.APX

RECORDED: 04/12/1999

PATENT  
REEL: 9893 FRAME: 0363