

Form PTO-1595
(Rev. 08/03)
OMB No. 0851-0027 (exp. 5/31/2002)
Tab settings → → →

**RECORDATION FORM COVER SHEET
PATENTS 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):
HIGH BAR PRODUCTIONS, LTD.

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

2. Name and address of receiving party(ies)
Name **INDIAN INDUSTRIES, INC.**
Internal Address _____
Street Address **817 MAXWELL AVENUE**
P.O. BOX 889
City **EVANSVILLE** State **INDIANA** Zip **47706**
Additional name(s) & address(es) attached? Yes No


3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____
Execution Date: **NOVEMBER 28, 2003**

4. Application number(s) or registration number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s) _____
B. Patent No.(s) **D330,235**
Additional number(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name **Charles J. Meyer**
Internal Address **Woodard, Emhardt, Moriarty, McNett,
& Henry LLP**
Street Address **111 Monument Circle**
Suite 3700
City **Indianapolis** State **IN** ZIP **46204**

6. Total number of applications and patents involved: 1
\$40.00
7. Total fee (37 CFR 3.41)
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: **23-3030**
(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.
Charles J. Meyer  **June 1, 2004**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: 001405-000001.CJM/dys.255184
Director of the U.S. Patent and Trademark Office, Mail Stop Assignment Recordation Services
P.O. Box 1450, Alexandria, VA 22313-1450
or VIA FACSIMILE (703) 306-5995

CH \$40.00 233030 D330235

DEC-14-1901 09:55 FROM

TO

913176377561

P.01

To: Charlie Meyer
Fax 317.637.7561

January 5, 2004

Mr. John Tracta
President, High Bar Productions, Ltd.
79 Deerfield Court
Oradell, New Jersey 07649

Re: Clerical Correction to November 28th Agreements

Dear John:

Please sign and return the enclosed duplicate copy of this letter confirming that each of the following agreements that contained a clerical error to be corrected by this letter:

- Asset Purchase Agreement
- Bill of Sale
- Assignment of Patents and Patent Applications
- Assignment of Intangibles
- License Agreement
- Lease/License Agreement

Specifically, all references in these agreements to High Bar Productions, Inc., a New York corporation, were intended to refer to High Bar Productions, Ltd., a New York corporation. Each of these agreements is hereby amended to correct any such erroneous references and, wherever the words "High Bar Productions, Inc." appear, the words "High Bar Productions, Ltd." shall be substituted. In addition, we have agreed to and have reexecuted the Assignment of Patents and Patent Applications to correct this error since that document needs to be recorded with the Patent and Trademark Office.

In all other respects, each of these agreements are ratified, approved and confirmed.

INDIAN INDUSTRIES, INC.,
d/b/a ESCALADE SPORTS

By: Sarah A. Moorman, President

ACKNOWLEDGED AND AGREED TO
this 5th day of January, 2004

HIGH BAR PRODUCTIONS, LTD.

By: John Tracta
John Tracta, President

Execution Copy

Exhibit B

**ASSIGNMENT OF
PATENTS AND PATENT APPLICATIONS**

THIS ASSIGNMENT OF PATENTS (this "Agreement") is entered into as of November 28, 2003, by and among Indian Industries, Inc., d/b/a Escalade Sports, an Indiana corporation (the "Buyer"), and High Bar Productions, Inc., a New York corporation (the "Selling Party").

RECITALS

WHEREAS the Selling Party and the Buyer are parties to a certain Agreement dated contemporaneously herewith (the "Master Agreement"), under which, among other things, the Selling Party agrees to sell and transfer, and the Buyer agrees to purchase, certain tangible and intangible assets (the "Acquired Assets");

WHEREAS the Selling Party owns the United States patent and patent applications listed on Schedule 1 hereto (the "Patents") which constitute part of the Acquired Assets; and

WHEREAS, pursuant to the Master Agreement, Buyer desires to obtain all of the Selling Party's right, title and interest in, to and under the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Selling Party, the Selling Party hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of the Selling Party's right, title and interest throughout the world in, to and under the Patents, and the underlying inventions described therein, and all divisions, renewals, reissues, continuations and continuations-in-part thereof, and all United States and foreign patents which have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements of the Patents and to fully and entirely stand in the place of the Selling Party in all matters related thereto.

The Selling Party hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents to record this Agreement to Buyer. The Selling Party hereby further requests the Commissioner and his or her foreign counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to Buyer as assignee of the entire interest.

PATENT
REEL: 014675 FRAME: 0775

The Selling Party hereby covenants that it has full right to convey the entire interest herein assigned, and that the Selling Party has not executed, and will not execute, any agreement inconsistent herewith.

The Selling Party, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Selling Party will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Patents, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

The Selling Party hereby constitutes and appoints the Buyer and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of the Selling Party but on behalf of and for the benefit of the Buyer and its successors and assigns, any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of the Selling Party or otherwise, for the benefit of the Buyer or its successors and assigns, proceedings at law, in equity, or otherwise, which the Buyer or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Patents, and to do all acts and things in relation to such assets which the Buyer or its successors or assigns reasonably deem desirable.

In the event that any provision of this Agreement would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

In the event that any provision of this Agreement is construed to conflict with a provision in the Master Agreement, the provision in the Master Agreement shall be deemed to be controlling.

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Selling Party and the Buyer. This

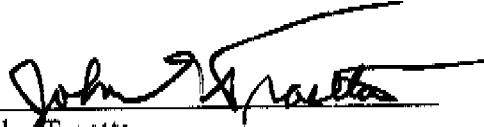
Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Indiana without giving effect to any choice or conflict of law.

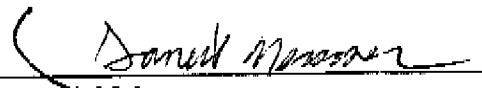
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

HIGH BAR PRODUCTIONS, INC.

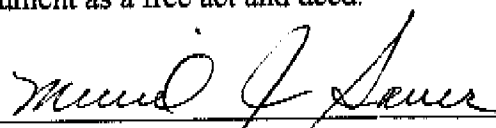
By: 
Name: John Traetta
Title: President

**INDIAN INDUSTRIES, INC.
d/b/a/ ESCALADE SPORTS**

By: 
Name: Daniel Messmer
Title: President

STATE OF New Jersey
COUNTY OF Bergen

On this, the 28th day of November 2003, before me appeared John Traetta, the person who signed this instrument, who acknowledged that he is the President of High Bar Productions, Inc., and that he signed such instrument as a free act and deed.


Notary
My Commission Expires:

MARIE L. SAUER
My Commission Expires
Aug 05 2005

STATE OF Indiana
COUNTY OF Vanderburgh

On this, the 28th day of November, 2003, before me appeared Daniel Messmer, the person who signed this instrument, who acknowledged that he is the President of Indian Industries, Inc., d/b/a/ Escalade Sports, and that he signed such instrument as a free act and deed.

Reesa C. Below

Notary

My Commission Expires: 6-8-08

SCHEDULE 1

<i>U.S. Patents</i>		
<i>Patent No.</i>	<i>Title</i>	<i>Reg. Date</i>
Des. 330,235	EXERCISE PLATFORM	11/13/1992

S:\client\140751\1002\C0270547.3

WOODARD, EMHARDT, MORIARTY, MCNETT & HENRY LLP
PATENT AND TRADEMARK ATTORNEYS

BANK ONE CENTER/TOWER
111 MONUMENT CIRCLE, SUITE 3700
INDIANAPOLIS, INDIANA 46204-5137
Main: (317) 634-3456 Fax: (317) 637-7561
www.uspatent.com

FAX COVER SHEET

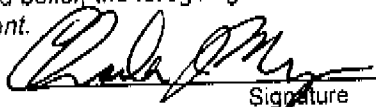
Date: Tuesday, June 01, 2004**Number of Pages:** Cover sheet plus 8 page(s)**To:** USPTO**Company:** Assignment Recordation Services**Your Reference:****Fax Number:** (703) 306-5995**From:** Charles J. Meyer (cmeyer@uspatent.com)**Our Reference:** 1405-357**Comments:****CONFIRMATION OF RECEIPT REQUESTED IF CHECKED:**

ORIGINAL COPY AND ANY ENCLOSURES WILL NOT BE SENT
--

*If an error occurs during transmission please contact us at: (317) 634-3456***THIS MESSAGE IS INTENDED ONLY FOR THE ADDRESSEE(S) IDENTIFIED ABOVE.**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): HIGH BAR PRODUCTIONS, LTD.		2. Name and address of receiving party(ies) Name INDIAN INDUSTRIES, INC. Internal Address _____ _____ _____ Street Address 817 MAXWELL AVENUE P.O. BOX 889 _____ _____ City EVANSVILLE State INDIANA Zip 47706			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ Execution Date: NOVEMBER 28, 2003					
4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ B. Patent No.(s) D330,235 Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name Charles J. Meyer Internal Address Woodard, Emhardt, Moriarty, McNett, & Henry LLP Street Address 111 Monument Circle Suite 3700 City Indianapolis State IN ZIP 46204		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account			
		8. Deposit account number: 23-3030 (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and Signature. <i>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.</i> Charles J. Meyer  June 1, 2004 Name of Person Signing Signature Date					
Total number of pages including cover sheet, attachments, and document: 9					

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