

5-20-2002

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05-20-2002

SECRET

TO THE ASSISTANT COMMISSIONER OF PATENT



1 original documents or copy thereof.

1. Name of conveying party(ies):

102096063

f receiving party(ies):

Kryptonics, Inc.
740 S. Pierce Avenue
Louisville, CO 80027

Bravo Sports
6600 Katella Avenue
Cypress, CA 90630

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation – State of Colorado

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation – State of California

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: No

Additional name(s) and address(es) attached? No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name

Execution Date: April 18, 2002

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

- a. Trademark Application No(s): 74/733,050
- b. Trademark Registration No(s):
1,998,294
2,059,138
2,115,035
1,109,423
1,991,352
2,096,901
2,210,631

Additional numbers attached? No

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

Name: Stacey R. Halpern
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 1.21(h)): \$215.00 (Enclosed)

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

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.

Stacey R. Halpern
Name of Person Signing

Signature

Date

5/16/02

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

Mail documents to be recorded with required cover sheet information to:

05/20/2002 BBYRME 00000238 74733050
01 FC:481 40.00 OP
02 FC:482 175.00 OP

U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

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BRAVO.032T/~~033T~~/034T
044T/045T/047T/
048T/050T/055T

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as the "Assignment") is effective as of the 18 day of April, 2002, by and between Kryptonics, Inc., a Colorado corporation having a place of business at 740 S. Pierce Avenue, Louisville, Colorado 80027 (hereinafter referred to as the "Assignor"), and Bravo Sports, a California corporation having a place of business at 6600 Katella Avenue, Cypress, California 90630 (hereinafter referred to as the "Assignee").

WHEREAS, Assignor, and its predecessors-in-interest, has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks") worldwide;

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignor is the owner of the foreign and federal trademark registrations and applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Applications and Registrations");

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks, Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by Assignor or any of its licensees worldwide; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks, Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by Assignor or any of its licensees worldwide;


NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the following:

- (1) The Trademarks set forth in Schedule A;
- (2) The Applications and Registrations set forth in Schedule B; and
- (3) Any other registered or unregistered trademarks owned or used anywhere in the world by Assignor or any of its licensees;

together with the goodwill symbolized by said Trademarks, Applications and Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by Assignor or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

KRYPTONICS, INC.

Dated: April 18, 2002

By: 

Tony Armand
Secretary and Treasurer

BRAVO SPORTS

Dated: April 18, 2002

By: 

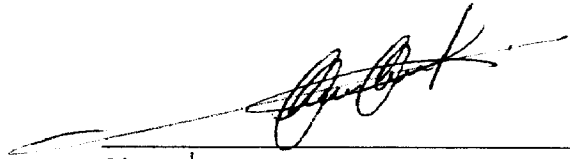
Tony Armand
President and Chief Operating Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

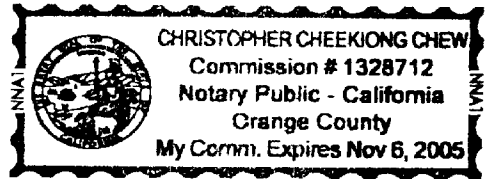
On APRIL 18, 2002, before me, CHRISTOPHER CHEEKIONG CHEW, ^{NOTARY PUBLIC}, personally appeared ANTHONY EUGENE ARMAND, the SECRETARY & TREASURER of Kryptonics, Inc. ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signatures on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Signature

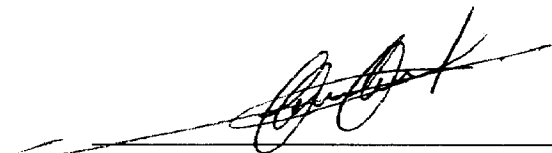


STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

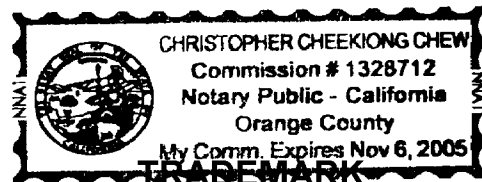
On APRIL 18, 2002, before me, CHRISTOPHER CHEEKIONG CHEW, ^{NOTARY PUBLIC}, personally appeared ANTHONY EUGENE ARMAND, the PRESIDENT & COO of Bravo Sports ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signatures on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Signature



SCHEDULE A

Trademarks

1. ADRENALINE
2. CIRCULAR PROPULSION UNITS
3. DIABLO
4. K and Design
5. K-LOGO
6. KRYPTONICS
7. KRYPTONICS and Design
8. KRYPTOS
9. OPTICS
10. STONES
11. TRUE

SCHEDULE B

Federal Trademark Registrations:

| <u>MARKS</u> | <u>REG. NOS.</u> | <u>REG. DATES</u> | <u>INTL. CLASSES</u> |
|---------------------------|------------------|-------------------|----------------------|
| CIRCULAR PROPULSION UNITS | 1,998,294 | 9/3/96 | 28 |
| DIABLO | 2,059,138 | 5/6/97 | 28 |
| K and Design | 2,115,035 | 11/25/97 | 25 and 28 |
| KRYPTONICS | 1,109,423 | 12/19/78 | 28 |
| KRYPTOS | 1,649,595 | 7/2/91 | 28 |
| OPTICS | 1,991,352 | 8/6/96 | 28 |
| STONES | 2,096,901 | 9/16/97 | 28 |
| TRUE | 2,210,631 | 12/15/98 | 28 |

Federal Trademark Application(s):

| <u>MARK</u> | <u>APPL. NO.</u> | <u>FILING DATE</u> | <u>INTL. CLASS</u> |
|-------------|------------------|--------------------|--------------------|
| ADRENALINE | 74/733,050 | 9/22/95 | 28 |

Foreign Trademark Registrations:

| <u>MARKS</u> | <u>COUNTRIES</u> | <u>REG. NOS.</u> | <u>REG. DATES</u> | <u>INTL. CLASSES</u> |
|--------------|------------------|------------------|-------------------|----------------------|
| K-LOGO | Spain | 1289598 | 2/15/90 | 28 |
| KRYPTONICS | Argentina | 1366623 | 11/30/89 | 28 |
| KRYPTONICS | Argentina | 1680289 | 8/13/98 | 28 |
| KRYPTONICS | Australia | A546640 | 11/29/90 | 28 |
| KRYPTONICS | Austria | 89083 | 9/12/78 | 28 |
| KRYPTONICS | Benelux | 352499 | 4/4/78 | 28 |
| KRYPTONICS | Brazil | 818629541 | 5/9/00 | 28 |
| KRYPTONICS | Canada | 273766 | 11/12/82 | 28 |
| KRYPTONICS | Chile | 493769 | 9/29/97 | 28 |
| KRYPTONICS | China | 1160142 | 3/21/98 | 28 |
| KRYPTONICS | Colombia | 182111 | 12/15/95 | 28 |
| KRYPTONICS | Czech Republic | 169769 | 1/4/91 | 28 |
| KRYPTONICS | Denmark | 1092-1983 | 4/15/83 | 28 |
| KRYPTONICS | France | 1588540 | 3/14/88 | 28 |
| KRYPTONICS | Germany | 982565 | 3/23/88 | 28 |
| KRYPTONICS | Greece | 102587 | 1/28/91 | 28 |
| KRYPTONICS | Hong Kong | 7223/1997 | 6/23/95 | 28 |
| KRYPTONICS | Hungary | 132049 | 132049 | 28 |
| KRYPTONICS | Ireland | 143215 | 11/26/90 | 28 |
| KRYPTONICS | Israel | 78340 | 12/4/90 | 28 |
| KRYPTONICS | Italy | 366051 | 3/22/78 | 28 |
| KRYPTONICS | Japan | 2601027 | 11/30/93 | 24 |
| KRYPTONICS | Mexico | 394897 | 2/4/91 | 28 |

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|-------------------|----------------|------------|----------|----|
| KRYPTONICS | New Zealand | 207474 | 1/4/91 | 28 |
| KRYPTONICS | Norway | 109182 | 8/20/81 | 28 |
| KRYPTONICS | Poland | 71910 | 11/28/90 | 28 |
| KRYPTONICS | Portugal | 269409 | 11/30/90 | 28 |
| KRYPTONICS | Russian Fed. | 100548 | 4/24/91 | 28 |
| KRYPTONICS | Singapore | T97/00766B | 1/23/97 | 28 |
| KRYPTONICS | South Africa | 78/1327 | 3/20/78 | 28 |
| KRYPTONICS | Spain | 1671132 | 11/29/91 | 28 |
| KRYPTONICS | Sweden | 169912 | 11/9/79 | 28 |
| KRYPTONICS | Switzerland | 296983 | 8/8/78 | 28 |
| KRYPTONICS | Taiwan | 592499 | 4/1/93 | 28 |
| KRYPTONICS | Thailand | 69782 | 3/21/97 | 28 |
| KRYPTONICS | Turkey | 124866 | 12/27/90 | 28 |
| KRYPTONICS | United Kingdom | 1092115 | 3/8/78 | 28 |
| KRYPTONICS | Yugoslavia | 37076 | 11/27/90 | 28 |
| KRYPTONICS & Des. | Japan | 2110824 | 2/21/89 | 17 |
| KRYPTOS | Benelux | 489094 | 11/28/90 | 28 |
| KRYPTOS | France | 1476765 | 8/28/87 | 28 |
| KRYPTOS | Germany | 2003289 | 12/3/90 | 28 |
| KRYPTOS | Switzerland | 386846 | 11/30/90 | 28 |
| KRYPTOS | United Kingdom | 1310930 | 5/22/87 | 28 |

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