

Form PTO-1594
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

Horseshoe Bowl, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Salton, Inc.

Internal Address: _____

Street Address: 1955 West Field Court

City: Lake Forest State: IL Zip: 60045

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

Execution Date: June 11, 2004

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

A. Trademark Application No.(s) _____
76489826

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Samuel Fifer

Internal Address: _____

Sonnenschein Nath & Rosenthal LLP

P.O. Box #061080

Street Address: Wacker Drive Station

Sears Tower

City: Chicago State: IL Zip: 60606

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:

19-3140

DO NOT USE THIS SPACE

9. Signature.

Samuel Fifer
Name of Person Signing


Signature

June 11, 2004
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CIH \$40.00 193140 76489826

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TRADEMARK ASSIGNMENT

WHEREAS, Horseshoe Bowl, L.P. ("Horseshoe"), a Texas limited partnership having a place of business at 200 East 6th Street, Floor 2, Austin, Texas 78701, has adopted and is presently using certain trademarks, including the trademarks which are the subject of federal or state registrations or pending applications listed on Schedule A attached hereto (the "Marks");

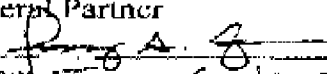
WHEREAS, Salton, Inc. ("Salton"), a Delaware corporation having a place of business at 1955 W. Field Court, Lake Forest, Illinois 60045, is desirous of acquiring said Marks, and the registrations and applications therefor, and the goodwill associated therewith;

WHEREAS, Salton is desirous of acquiring the Marks that are the subject of pending federal applications as part of the entire business or portion thereof to which those Marks pertain, as required by 15 U.S.C. § 1060;

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Horseshoe hereby assign to Salton, all right, title and interest in, to and under said Marks and the registrations and applications therefor, together with the goodwill of the business connected with the use of and symbolized by the Marks; and together with the entire business or portion thereof to which the Marks pertain; and together with all causes of action for the infringement of such Marks. In the event either Horseshoe or Salton terminate that certain Asset Purchase Agreement, dated as of March 19, 2004, by and between Horseshoe and Salton (the "APA") in accordance with Section 7 therein, this Trademark Assignment shall become null and void and of no force and effect; and all right, title and interest in and to the Marks assigned hereunder shall revert back to Horseshoe and thereafter, Salton agrees to take all action necessary to comply with its obligations as outlined in Section 7 of the APA.

HORSESHOE BOWL, LP

By: Horseshoe Bowl Management, L.L.C., its
General Partner

By: 

Name: TERRY G. JONES

Title: Manager

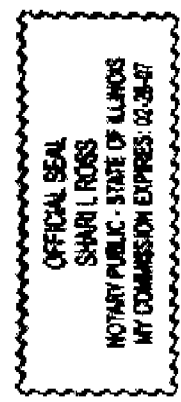
ACKNOWLEDGEMENT

STATE OF Illinois)
) SS
COUNTY OF Lake)

Be it remembered on this 1st day of June, 2004, before me, the subscriber, a Notary Public authorized to take acknowledgements and proofs in said county and state, personally appeared Terry G. Jones, to me known, who being by me duly sworn according to law, on his/her oath does depose and make proof of my satisfaction that he/she was at the time of the execution thereof Member of Horseshoe Bowl, L.P., the assignor in the foregoing instrument; and that he/she signed, sealed and delivered the instrument as the voluntary act and deed of said corporation, by virtue of his/her authority.

Shari Ross
Notary Public

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SCHEDULE "A"

<u>MARK</u>	<u>SERIAL NO.</u>
SWIPEZE	76/489,826

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