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FORM PTD-1286

Form 9-95

GMN No. 0561-0211 (Rev. 4/84)

3-30-99 RI



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

1. Name of conveying party(ies):

FRANCINE BROWNER, INC.

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

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

2. Name and address of receiving party(ies)

Name: TRACY SILVERMAN

Internal Address: c/o TUCKER & BAUM

Street Address: 228 S. BEVERLY DRIVE

City: BEVERLY HILLS State: CA ZIP: 90212

Individual(s) citizenship U.S.A.

Association

General Partnership

Limited Partnership

Corporation-State

Other

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

(Declaration must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other JUDGMENT LIEN

Execution Date: MARCH 26 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- R1747190 "PARALLEL"
- R1748610 "MONICA HEART"
- R1833379 "WILD AT HEART"
- R1710783 "FRANCINE - KNITABLES BY BROWNER"

Additional numbers attached?  Yes  No

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

Name: MICHAEL C. BAUM

Internal Address: TUCKER & BAUM

Street Address: 228 BEVERLY DRIVE

City: BEVERLY HILLS State: CA ZIP: 90212

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number

40.00  
00.00  
20.00

(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.

RINAT B. KLIER ERLICH

Name of Person Signing

Signature

March 29, 1999

Date

Total number of pages including cover sheet, attachments, and documents: 6

1 LEBOVITS & DAVID  
2 A Professional Corporation  
3 Moses Lebovits, S/B 66552  
4 1880 Century Park East, Suite 900  
5 Los Angeles, California 90067-3732  
6 Telephone: (310) 277-0200

7 TUCKER & BAUM  
8 Michael C. Baum  
9 228 S. Beverly Drive  
10 Beverly Hills, CA 90212-3888  
11 Telephone: (310) 246-6600

12 Attorneys for Plaintiff  
13 TRACY SILVERMAN

ORIGINAL FILED

MAR 04 1999

LOS ANGELES  
SUPERIOR COURT

RECEIVED

FEB 23 1999

SUPERIOR COURT  
WEST DISTRICT  
SANTA ANITA

RECEIVED MAR 08 1999

11 SUPERIOR COURT OF CALIFORNIA

12 COUNTY OF LOS ANGELES

14 TRACY SILVERMAN,

15 Plaintiff,

16 vs.

17 FRANCINE BROWNER, individually;  
18 FRANCINE BROWNER, as Trustee of  
19 the Francine Browner Revocable  
20 Trust dated August 19, 1987;  
21 NEIL AFROMSKY, individually;  
22 NEIL AFROMSKY, as Trustee of the  
23 Neil Afromsky Revocable Trust  
24 dated August 19, 1987; STEVEN  
25 PITKOFF, individually; FRANCINE  
26 BROWNER, INC., a California  
27 corporation; and DOES 1 through  
28 25,

Defendants.

CASE NO. SC 040389

[Hon. David D. Perez;  
filed 1/24/96]

JUDGMENT ON SPECIAL VERDICT

Trial: 1/6/99  
Time: 8:30 a.m.  
Dept.: "L"

26 This case came on regularly for trial on January 6, 1999, in  
27 Department "L" of the Superior Court. The Honorable David Perez,  
28 Judge Presiding.

1 The plaintiff TRACY SILVERMAN appeared by attorney Moses  
2 Lebovits.

3 The defendant FRANCINE BROWNER, INC. appeared by attorney  
4 Steve Harrison.

5 A jury of 12 persons was impaneled and sworn. Witnesses were  
6 sworn and testified. After hearing the evidence and arguments of  
7 counsel, the jury was duly instructed by the Court and the cause  
8 was submitted to the jury with directions to return a verdict on  
9 special issues. The jury deliberated and thereafter returned into  
10 court with its verdict consisting of the special issues submitted  
11 to the jury and the answers given thereto by the jury, which said  
12 verdict was in words and figures as follows, to-wit:

13 We, the jury in the above entitled action, find the following  
14 special verdict on the questions submitted to us:

15 Question No. 1: Was there an oral contract of employment  
16 between FRANCINE BROWNER, INC. and TRACY SILVERMAN?

17	Yes	No
18	<u>X</u>	_____

19 Question No. 2: Was there an implied contract of employment  
20 between FRANCINE BROWNER, INC. and TRACY SILVERMAN?

21	Yes	No
22	<u>X</u>	_____

23 If you answered "Yes" to either Question No. 1 or Question No.  
24 2 above, then answer the next question.

25 If you answered "No" to both Question No. 1 and Question No.  
26 2 above, go to question No. 5.

27 ///

28 ///

1 Question No. 3: Did FRANCINE BROWNER, INC. breach its  
2 contract of employment with TRACY SILVERMAN?

3 Yes No

4 X \_\_\_\_\_

5 If you answered "Yes" to Question No. 3 above, then answer the  
6 next question.

7 If you answered "No" to Question No. 3 above, go to question  
8 No. 5.

9 Question No. 4: What do you find to be the total amount of  
10 damages, if any, suffered by TRACY SILVERMAN as a result of  
11 FRANCINE BROWNER, INC.'s breach of contract?

12 \$433,000.00.

13 Question No. 5: Did FRANCINE BROWNER, INC. fail to pay wages  
14 that were due to TRACY SILVERMAN?

15 Yes No

16 X \_\_\_\_\_

17 If you answered "Yes" to Question No. 5 above, then answer the  
18 next question.

19 If you answered "No" to Question No. 5 above, go to question  
20 No. 7.

21 Question No. 6: What amount of wages did FRANCINE BROWNER,  
22 INC. fail to pay to TRACY SILVERMAN?

23 \$18,400.00

24 Question No. 7: Did FRANCINE BROWNER, INC. breach the duty of  
25 good faith and fair dealing it owed to TRACY SILVERMAN?

26 Yes No

27 X \_\_\_\_\_

1 If you answered "Yes" to Question No. 7 above, then answer the  
2 next question.

3 If you answered "No" Question No. 7 above, go to question No.  
4 9.

5 Question No. 8: What do you find to be the total amount of  
6 damages, if any, suffered by TRACY SILVERMAN as a result of  
7 FRANCINE BROWNER, INC.'s breach of the duty of good faith and fair  
8 dealing?

9 \$1,629,000.00

10 Question No. 9: Did TRACY SILVERMAN demand repayment of the  
11 \$30,000 loan she made to Defendant FRANCINE BROWNER, INC.?

12	Yes	No
13	<u>X</u>	_____

14 If you answered "Yes" to Question No. 9 above, then answer the  
15 next question.

16 If you answered "No" Question No. 9 above, go to question No.  
17 10.

18 Question No. 10: Does Defendant FRANCINE BROWNER, INC. owe  
19 TRACY SILVERMAN \$30,000 plus interest from January 1, 1995 until  
20 repayment?

21	Yes	No
22	<u>X</u>	_____

23 Question No. 11: Is TRACY SILVERMAN a shareholder of FRANCINE  
24 BROWNER, INC.?

25 If you answer Question No. 11 "Yes", then answer the next  
26 question.

27 ///

28 ///

1 If you answer Question No. 11 "No", sign and date this special  
2 verdict.

3 Yes No  
4 X \_\_\_\_\_

5 Question No. 12: What was the value of TRACY SILVERMAN'S  
6 share of stock in FRANCINE BROWNER, INC. as of July 19, 1996?

7 \$22,000.00

8 Dated: 2/17/99

9 Martin R. Kinsler, Juror #5  
10 Jury Foreman

11 As such, IT IS ORDERED that plaintiff receive judgment in the  
12 sum of \$2,124,643.00, which sum includes the promissory note with  
13 interest of \$44,243.00, against defendant FRANCINE BROWNER, INC.  
14 and that said judgment may be further modified pursuant to further  
15 orders of this court.

16 In addition, IT IS FURTHER ORDERED that plaintiff may submit  
17 a motion for the allowance of attorneys' fees and the amount  
18 thereof as to the promissory note and failure to pay wages (Labor  
19 Code §218.5) and waiting time penalties (Labor Code §203).

20 ~~J.D.C. In addition, IT IS FURTHER ORDERED that plaintiff may submit~~  
21 ~~a request for pre-judgment interest.~~ *Not as to failure to pay wages.*

22 In addition, IT IS FURTHER ORDERED that plaintiff is entitled  
23 to costs in the amount as will be allowed by this court.

24  
25 DATED: March 4, 1999

*David D. Perez*  
26 HONORABLE DAVID PEREZ  
27 Judge of the Superior Court  
28

1 PROOF OF SERVICE BY MAIL

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I, Jwana Harrold, am employed in the County of Los Angeles,  
4 State of California. I am over the age of eighteen (18) and am  
5 not a party to the within action; my business address is  
1880 Century Park East, Suite 900, Los Angeles, California.

6 On February 22, 1999, I served the foregoing document  
7 described as JUDGMENT ON SPECIAL VERCICT on all parties in this  
8 action by placing a true copy thereof enclosed in a sealed  
envelope addressed as follows:

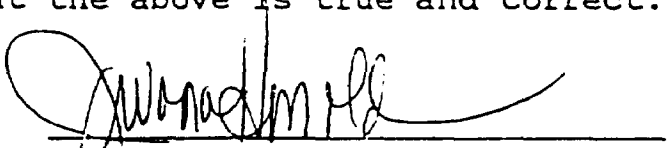
9 MITCHELL N. REINIS, ESQ.  
10 STEVEN M. HARRISON, ESQ.  
11 REINIS & REINIS  
550 S. HOPE ST., 20th FL.  
LOS ANGELES, CA 90071-2604

12 The envelope was deposited in the mail with postage thereon  
13 fully prepaid.

14 I am "readily familiar" with the firm's practice of  
15 collection and processing correspondence for mailing. It is  
16 deposited with the U.S. postal service on that same day in the  
17 ordinary course of business. I am aware that on motion of a  
party served, service is presumed invalid if the postal  
cancellation date or postage meter date is more than one day  
after the date of deposit for mailing in the affidavit.

18 Executed on February 22, 1999, at Los Angeles, California.

19 I declare under penalty of perjury under the laws of the  
20 State of California that the above is true and correct.

21   
22 \_\_\_\_\_  
23 JWANA HARROLD