

03-25-1999



100998316

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/25/1999 BNGUYEN 00000027 75224817

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
25.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75224817"/>	<input type="text" value="75225067"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

David M. Zeligs

March 17, 1999

Name of Person Signing

Signature

Date Signed

DESIGNATION OF DOMESTIC REPRESENTATIVE

Name of Applicant: Paper Sales Co., Inc.

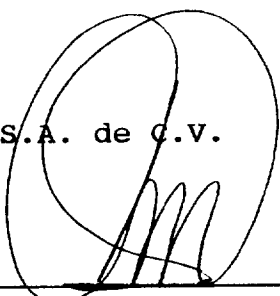
Name of Assignee: Absormex S.A. de C.V.
A Corporation Organized Under
the Laws of Mexico

Trademark: SWAN and DESIGN Serial No. 75/225067

David M. Zeligs, Esq., whose postal address is 301 E. Ocean Boulevard, Suite 1200, Long Beach, California 90802, is hereby designated Assignee's representative upon whom notice or process in proceedings affecting the mark may be served.

ABSORMEX S.A. de C.V.

By:



Cesar Montemayor
Director

Date:

01/22/98

MAD 3-19-99

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between PAPER SALES CO., INC., a corporation organized and existing under the laws of the State of California (hereinafter "Assignor") with its principal place of business located at 13667 Foothill Boulevard, Suite E-114, Fontana, California 92335; and ABSORMEX S.A. de C.V., a corporation organized and existing under the laws of Mexico ("hereinafter "Assignee") with its principal place of business located at Avenida Humberto Lobo No. 9013, C.D. Industrial Mitras, Villa de Garcia, Nuevo Leon, Mexico 66000.

A. **WHEREAS**, Assignor is the owner of the tradenames and trademarks "WISE BUY!", "SWAN" and "PEE WEE" used in its sale of consumer paper products (collectively the "Trademarks");and

B. **WHEREAS**, Assignor is the owner of Trademark Application Serial No. 75/224817 filed in the United States Patent and Trademark Office ("USPTO") on January 13, 1997 for the "WISE BUY!" mark; and the owner of Trademark Application Serial No. 75/225067 filed in the USPTO on January 13, 1997 for the "SWAN" mark (collectively the "Trademark Applications"); and

C. **WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks, and the Trademark Applications and the rights described and claimed therein, and Assignee has agreed to accept such assignment;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. **Assignment of Trademarks**. Assignor hereby sells, transfers, assigns and delivers unto Assignee all right, title and interest in and to the Trademarks and the USPTO registrations therefor, together with the goodwill of the business connected with and symbolized by the Trademarks and Trademark applications, as well as all rights to damages or profits, due or accrued, arising out of past infringement of the Trademarks or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name.

2. **Geographical Scope**. This Agreement shall extend to any rights in the Trademarks which Assignor may possess in the entire United States and all other countries of the world, and shall also include any and all foreign trademarks and trademark registrations and applications for the Trademarks.

3. **Consideration**. In consideration of the assignment of the Trademarks by Assignor, Assignee shall pay to Assignor the lump sum of Fifteen Thousand Dollars (\$15,000.00) in US Dollars immediately upon execution of this Agreement.

4. **Method and Manner of Payment.**

(a) **Appointment of Escrow Agent.** The parties to this Agreement hereby authorize David M. Zeligs, Esq. (hereinafter the "Escrow Agent") to receive from Assignee the funds specified in Paragraph 3 above. Said funds shall be received into and held by the Escrow Agent in his law office's Client Trust Account for the benefit of Assignor.

(b) **Notification and Payment to Assignor.** The Escrow Agent shall notify the Assignor, or the Assignor's designated representative, of the receipt of the funds specified in Paragraph 3 above into his Client Trust Account. Said notification shall be provided by the Escrow Agent on or before the business day immediately following the date on which the Escrow Agent receives confirmation from his banking institution of the receipt of such funds. Assignor, or its designated representative, shall then provide the Escrow Agent with written instructions specifying the manner and method in which the funds are to be disbursed.

5. **Transfer of Artwork.** Assignor hereby transfers to Assignee all of its rights to any designs, packaging, labels, graphics, photographs or other artwork associated with the Trademarks. As part of such transfer, Assignor shall provide Assignee with all original artwork in its possession, including any labels, logos or other packaging materials related to the Trademarks transferred.

6. **Representations and Warranties.**

(a) **Representations of Assignor.** Assignor represents that it is the legitimate owner of the trademarks assigned hereby, and that all artwork pertaining to the Trademarks transferred to Assignee pursuant to this Agreement is owned and was originally developed by Assignor. Specifically, Assignor represents and warrants that its use of the "SWAN" and "WISEBUY" trademarks and associated designs was prior in time to any competing use of such marks by Paper Source, Inc., a Nevada Corporation, Tissue Products Marketing Company of Fresno, California, Edwin Earle Edwards, Jr., or any person, corporation partnership or other entity controlled directly or indirectly by any shareholder of said companies or said individual. Assignor further represents and warrants that its use of the "WISEBUY" trademark was prior to any use by Paper Source, Inc. of the trademark "WISECHOICE!" as represented in Trademark Application Serial No. 75/157817 filed by Paper Source, Inc. in the USPTO on August 8, 1996.

(b) **Mutual Representations.** Each party hereby represents and warrants to the other the following, as of the date hereof:

(1) Such party is a business organization legally formed and validly existing in its jurisdiction of incorporation or formation, and has full power and authority to enter into, execute and perform the Agreement, which Agreement is valid and binding upon such party, and enforceable against such party by any court of competent jurisdiction in accordance with its terms;

(2) The individual signing this Agreement on behalf of such party is the legal representative of such party, and an adult with full capacity, power and authority to enter into and execute this Agreement for and on behalf of such party.

(3) Such party is not bound by or subject to any contract, agreement, court order or judgment, administrative ruling, law, regulation or any other item which prohibits or restricts such party from entering into and performing this Agreement in accordance with its terms, or requiring the consent of any third party prior to the entry into or performance of this Agreement in accordance with its terms by such party.

7. **Infringement**. Assignor will not do or knowingly suffer any act or thing to be done which would or might jeopardize or prejudice Assignee's property or rights in or to the Trademarks assigned hereunder, and will report immediately to Assignee any infringement of the Trademarks which may come to its notice. Should Assignee decide to take action against such infringement, any and all expenses connected thereto (as well as proceeds deriving therefrom) shall totally and solely be borne by (or pertain to) Assignee. In connection with such suits, Assignor shall execute all papers necessary or desirable, and shall testify in any suit whenever requested to do so by Assignee, all, however, at the expense of Assignee. Assignor agrees to cooperate fully with Assignee in this regard.

8. **Further Assurances**. The Assignor agrees, at any reasonable time and from time to time, to provide all such information, and make all such officers, directors, employees, agents or representatives of the Assignor, available as may reasonably be requested by Assignee in furtherance of Assignee's efforts to register the Trademarks and to otherwise assert ownership of the Trademarks assigned hereunder. In addition, Assignor agrees to cooperate fully with Assignee in establishing the priority of the trademark rights assigned hereunder over any competing claim that may be made by Paper Source, Inc., Tissue Products Marketing Company, Edwin Earle Edwards, Jr., or any person, corporation partnership or other entity controlled directly or indirectly by any shareholder of said companies or said individual. Assignor further represents and warrants that its use of the "WISEBUY" trademark was prior to any use by Paper Source, Inc. of the trademark "WISECHOICE!" as represented in Trademark Application Serial No. 75/157817 described in paragraph 6(a) above.

9. **Confidentiality**. The Assignee hereby acknowledges and agrees that any confidential information which is disclosed or furnished to the Assignee by Assignor, and is identified as confidential by Assignor shall not be used by Assignee in anyway detrimental to Assignee. Such confidential information shall only be disclosed by Assignee to third parties as is necessary to effectuate the purposes of this Agreement, and to establish Assignee's right of ownership to the Trademarks transferred hereunder.

10. **Additional Documents**. Assignor agrees to execute any additional documents and take any further action which reasonably may be required in order to consummate this Agreement or otherwise to fulfill the intent of the parties hereunder. Such documents include, but are not limited to, any documents that may be filed and/or recorded with the USPTO by Assignee in order for Assignee to obtain registration of the Trademarks from the USPTO in its own name.

11. **Governing Law and Venue**. This Agreement shall be considered to be made and agreed to in the County of Los Angeles, State of California, United States of America, and shall be governed and construed in accordance with the laws of the State of California and the United

States of America, excluding any comity or conflicts of laws provisions thereof. Any dispute, claim or controversy shall be heard in the County of Los Angeles.

12. **Entire Agreement.** This Agreement, and any Exhibits hereto, represent the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements, and understandings of every kind and nature between them. No modification of this Agreement will be effective unless agreed to in writing and signed by both parties.

13. **No Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement by any other party shall not operate or be construed as a waiver of any subsequent breach.


14. **Severability.** If any part, term or provision of this Agreement shall be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforced to fullest extent permitted by law.

15. **Counterparts.** This Memorandum may be executed in counterparts and any number of counterparts signed in the aggregate by the parties hereto shall constitute a single original instrument.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed by their duly authorized representatives as of the dates shown next to their respective signatures below.

PAPER SALES CO., INC.

("Assignor")


By: 

Christopher Edwards
President

12/4/97
Date

ABSORMEX S.A. de C.V.

("Assignee")

By: 

Cesar Montemayor
Its: Director

14/11/97
Date