

05-10-1999

11655-1, 11655

Tab settings



To the Honorable Commissioner of Patent:

Attached original documents or copy thereof.

101032770

1. Name of conveying party(ies):

SSM Marketing, LLC, a California limited liability company

4.27.99

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company

Additional names(s) of conveying party(ies) Yes No

Name of receiving party(ies):

Name: W Sternoff LLC, a Washington limited liability co.

Internal Address:

Street Address: 10020 Main Street, A 146

City: Bellevue State: WA ZIP: 98004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: December 31, 1997

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

A. Trademark Application No.(s)

75/297,172

B. Trademark Registration No.(s)

2,060,911

Additional numbers Yes No

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

Name: Sheldon & Mak

Internal Address:

05/05/1999 JSHABAZZ 00000054 75297172

01 FC:481

40.00 OP

Street Address: 225 South Lake Avnue

City: Pasadena State: CA ZIP: 91101

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2090

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01 FC:481

40.00 OP

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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.

Karin E. Peterka, Reg No. 35,976

Name of Person Signing

Karin E. Peterka

Signature

April 27, 1999

Date

Total number of pages including cover sheet, attachments, and


6

BILL OF SALE AND ASSIGNMENT

The undersigned hereby sells, assigns, transfers and conveys to Sternoff Diversified Investments, a Washington general partnership, all of its right, title and interest to the property described on Exhibit A attached hereto and by this reference made a part hereof.

DATED: Effective 5:00 PM December 31, 1997

SSM Marketing LLC, a
California limited liability company



William R. Sternoff, Member

EXHIBIT A**BILL OF SALE AND ASSIGNMENT**

Steve Chance's triglyceride-based formula (the "Formula"), details of which are in the business files of transferor. A petroleum-free product to protect skin from chafing described in the royalty agreement with Steve Chance ("Inventor"), as follows:

"Intellectual Property" means with respect to the product developed and marketed by Inventor generally known as "Slick Stick" (now known as "Body Glide," a name owned by and developed solely by transferor), the formula and all goodwill related thereto (including, but not limited to, the name "Slick Stick" and any variants thereof), and any rights, claims or causes in action related to or deriving from the foregoing. Intellectual Property also includes the know-how, technical data and other proprietary information, whether registered or unregistered, related to the foregoing. Any improvements that transferor or Inventor, either solely or jointly with personnel of transferor other than Inventor or jointly with another, have made or may make to the original Intellectual Property shall be deemed work made for hire by Inventor and inure solely to the benefit of transferor.

All personal property of transferor, including but not limited to accounts receivable, furniture, fixtures and equipment, pictograms, trademarks, trade names, patents, all applications for trademarks, trade names and patents subject to all liabilities of transferor, including but not limited to that certain Royalty Agreement between the transferors and Steve Chance and that certain Royalty Agreement between the transferor, Stephen Sorkin and Tom Copeman.

ASSIGNMENT OF INTEREST IN PARTNERSHIP

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, Robert Sternoff ("Assignor") hereby assigns, transfers and sells to William R. Sternoff ("Assignee"), and Assignee hereby purchases for \$100.00 and other good and valuable consideration and assumes from Assignor, Assignor's entire right, title and interest as a Partner (the "Partnership Interest") in Sternoff Diversified Investments (the "Partnership"), which Partnership has been doing business pursuant to that certain Partnership Agreement dated as of January 5, 1996 (the "Limited Partnership Agreement"), as a general partnership under the laws of the State of Washington.

1. Representations and Warranties of Assignor.

Assignor hereby represents and warrants to Assignee that (i) Assignor has full power and authority to execute this Assignment of Interest in Partnership (this "Assignment") and consummate the transactions contemplated hereby, and (ii) Assignor has not transferred to any other person or entity the Partnership Interest being assigned to Assignee hereunder.

2. Assignee Acknowledgment.

Assignee acknowledges and agrees that Assignor has fully paid all capital contributions as required under the Partnership Agreement, has no outstanding liabilities or obligations (contingent or otherwise) owing with respect to the Partnership Interest, and has fully complied with the terms of the Partnership Agreement.

3. Assignee Acceptance and Assumption.

From and after the date hereof, the Partnership shall be terminated and Assignee shall be entitled to all the rights of, and be subject to all the liabilities and obligations of the Partnership.

4. Right of First Refusal.

Assignee intends to transfer all of the assets and liabilities of the Partnership to W Sternoff LLC. In the event Assignee intends to offer interests in W Sternoff LLC to third parties, Assignee shall first offer any such investment opportunity to Assignor. If Assignor does not exercise this first right of refusal within 15 days of a written notice, this first right of refusal shall lapse.

Date: Effective 5:01 PM December 31, 1997.

ASSIGNEE:


WILLIAM R. STERNOFF

Date: Effective 5:01 PM December 31, 1997.

ASSIGNOR:


ROBERT E. STERNOFF

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BILL OF SALE AND ASSIGNMENT

The undersigned hereby sells, assigns, transfers and conveys to W Sternoff LLC, a Washington limited liability company, all of its right, title and interest to the property described on Exhibit A attached hereto and by this reference made a part hereof.

DATED: Effective 5:02 PM December 31, 1997.



William R. Sternoff

EXHIBIT A**BILL OF SALE AND ASSIGNMENT**

Steve Chance's triglyceride-based formula (the "Formula"), details of which were in the business files of SSM Marketing, LLC and acquired by transferor. A petroleum-free product to protect skin from chafing described in the royalty agreement with Steve Chance ("Inventor"), as follows:

"Intellectual Property" means with respect to the product developed and marketed by Inventor generally known as "Slick Stick" (now known as "Body Glide," a name owned by and developed solely by transferor), the formula and all goodwill related thereto (including, but not limited to, the name "Slick Stick" and any variants thereof), and any rights, claims or causes in action related to or deriving from the foregoing. Intellectual Property also includes the know-how, technical data and other proprietary information, whether registered or unregistered, related to the foregoing. Any improvements that SSM Marketing, LLC or Inventor, either solely or jointly with personnel of transferor other than Inventor or jointly with another, have made or may make to the original Intellectual Property shall be deemed work made for hire by Inventor and inure solely to the benefit of transferor.

All personal property of transferor, including but not limited to accounts receivable, furniture, fixtures and equipment, pictograms, trademarks, trade names, patents, all applications for trademarks, trade names and patents subject to all liabilities of transferor acquired from SSM Marketing, LLC, including but not limited to that certain Royalty Agreement between the SSM Marketing and Steve Chance and that certain Royalty Agreement between the SSM Marketing, Stephen Sorkin and Tom Copeman.

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