

TRADEMARK RECORDATION COVER SHEET

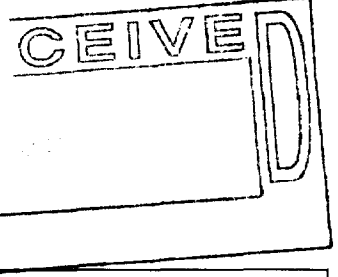
U.S. Patent and Trademark Office
Office of Public Records
Attention: Assignment Division
Crystal Gateway 4, 3rd Floor
Washington, D.C. 20231

*mid
5.21.99*

06-03-1999



101052654



Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): AOYAMA INTERNATIONAL INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State California <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: ITOCHU INTERNATIONAL INC. Street Address: 50 California Street City San Francisco State CA Zip 94111</p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: August 20, 1998</p>	
<p>4. Application number(s) or registration number(s) A. Trademark Application No(s):</p>	<p>B. Trademark Registration No(s): 1,887,070</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Michael Lublinski, Esq.</u> Street Address: <u>Kelley Drye & Warren LLP</u> <u>777 South Figueroa Street, Suite 2700</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017</u></p>	<p>6. Total number of applications and registrations involved: _____ <u>1</u></p>
	<p>7. Total fee (37 CFR 3.41) _____ \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ 11-0404 (Attach duplicate copy of this page if paying by deposit account)</p>

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.

Michael Lublinski
Name of Person Signing

[Signature]
Signature

5/20/99
Date

Total Number of pages including cover sheet, attachments and documents: 3

Assignment of Trademark

WHEREAS, Aoyama International, Inc., a California corporation, located at 25133 Anza Drive, Suite A, Santa Clarita, CA 91355, (hereinafter "Assignor") has used the trademark **CAPITOL** (hereinafter referred to as "the Mark"), registered in the United States Patent and Trademark Office as set forth on the attached Schedule A; and

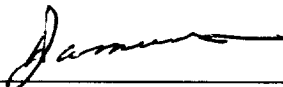
WHEREAS, ITOCHU International Inc. a New York corporation, 50 California Street, Suite 2500, San Francisco, CA 94111 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Mark and the registration therefor, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Mark and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Dated: August 20, 1998

Aoyama International, Inc. (Assignor)

By 
K. Tamuara, Chairman

Assignment of Trademark

Schedule A. Federally Registered Mark(s)

Mark: Capitol

Registrant: Aoyama International, Inc.

Reg. No.: 1887070

Reg. Date: 04/04/1995