

MAD 5-24-99

FORM PTO 1010

06-02-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101054281

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 **1980/166**
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
05 13 99

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year **05 13 99**
- 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 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO REC ADDRESS.

Mail documents to be recorded with required cover sheet(s) inf Commissioner of Patents and Trademarks, Box Assignments, Was

Express Mail

TRADEMARK

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05/24/99

REEL: 001905 FRAME: 0662

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,980,166"/>	<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.)

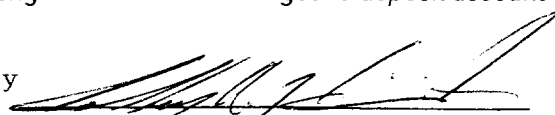
Deposit Account Number: #

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.

Jeffrey A. Hinrichs,
Vice President and Asst. Secretary



05/21/99

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 13 day of May, 1999 (the "Effective Date"), by JOHN SPECTOR, an individual ("Assignor").

WHEREAS, Assignor wishes to assign all right, title and interest in, to and under the United States trademark registration listed on Schedule "A" (the "Mark") to ACTION LABS, INC., a Delaware corporation ("Assignee").

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby represents, warrants and covenants as follows:

1. Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Mark, free and clear of all liens and encumbrances.

(b) Assignor has full power and authority to execute, perform and deliver this Assignment and to perform Assignor's obligations hereunder.

(c) Assignor previously did business as an individual under the d/b/a "Caprice Greystoke," and had an address at the time of 1259 Activity Drive, Vista, California 92083. "Caprice Greystoke" is not a corporation, partnership or other entity, and no other party has any interest therein.

(d) There have been no claims made against Assignor asserting misuse or infringement of the Mark and there are no grounds for the same.

(e) The conduct of Assignor's prior business dealings has not infringed, misappropriated or otherwise violated, and does not infringe, misappropriate or otherwise violate the intellectual property rights of any third party.

(f) Assignor has not received any notices of, and Assignor is not aware of any facts which indicate a likelihood of, any infringement, misappropriation or other violation by, or any conflict with, any third party, with respect to the Mark (including, without limitation, any demand or requirements that Assignor cease using the Mark or license any rights from any third party).

(g) Assignor has not granted any license or other grant or rights with respect to the Mark, nor is Assignor aware of any claims by any third party alleging the existence of such.

(h) The transaction contemplated by this Assignment will not have a material adverse effect on the right, title and interest in and to the Mark.

(i) Assignor's execution of this Assignment constitutes a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

(j) Upon execution of this Assignment and delivery to Assignee, Assignor will have conveyed good and marketable title in and to the Mark to Assignee.

2. Assignment. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title, interest and goodwill in and to the Mark, and all registrations in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future, infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor's right, title and interest is transferred free of any liens and encumbrances. Assignor has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any

Schedule "A"

Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FAT-X	1,980,166	06/11/1996