

06-09-1999

RECOMMENDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101057272

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

1. Name of conveying party(ies):

FRANCINE BROWNER, INC.

6-7-99

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

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

3. Nature of conveyance:

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

Execution Date: May 25, 1999

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 attached: Yes No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Registration No. 2024678

Serial No. 74696873

Additional numbers attached? Yes No Name: "FRANCINE B"

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).....\$

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/08/1999 DNGUYEN 00000165 2024678

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40.00.00

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

May 25, 1999

Date

TRADEMARK

Total number of pages including cover sheet, attachments, and document.

REEL: 001908 FRAME: 0513

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MAR 04 1999

LOS ANGELES SUPERIOR COURT

RECEIVED

FEB 23 1999

SUPERIOR COURT WEST DISTRICT SAN FRANCISCO

RECEIVED MAR 08 1999

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11 **Telephone: (310) 246-6600**

12 **Attorneys for Plaintiff**
13 **TRACY SILVERMAN**

14 **SUPERIOR COURT OF CALIFORNIA**

15 **COUNTY OF LOS ANGELES**

16 **TRACY SILVERMAN,**

17 **Plaintiff,**

18 **vs.**

19 **FRANCINE BROWNER, individually;**
20 **FRANCINE BROWNER, as Trustee of**
21 **the Francine Browner Revocable**
22 **Trust dated August 19, 1987;**
23 **NEIL AFROMSKY, individually;**
24 **NEIL AFROMSKY, as Trustee of the**
25 **Neil Afromsky Revocable Trust**
26 **dated August 19, 1987; STEVEN**
27 **PITKOFF, individually; FRANCINE**
28 **BROWNER, INC., a California**
corporation; and DOES 1 through
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", sig., 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 ~~D.B.P. In addition, IT IS FURTHER ORDERED that plaintiff may submit~~
21 ~~a request for pre-judgment interest.~~ *Notes 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
HONORABLE DAVID PEREZ
Judge of the Superior Court

26
27
28

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

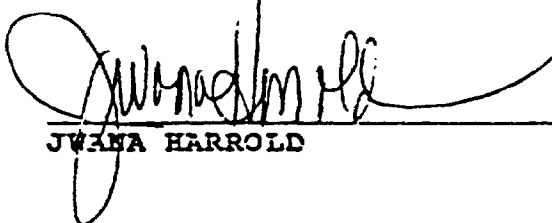
MITCHELL N. REINIS, ESQ.
STEVEN M. HARRISON, ESQ.
REINIS & REINIS
550 S. HOPE ST., 20th FL.
LOS ANGELES, CA 90071-2604

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

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the 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.

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

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



JWANA HARROLD