

5.19.99

06-10-1999

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

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101059143

05-19-1999

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #33

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

Name

Execution Date
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

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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 RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20530
TRADEMARK

REEL: 001908 FRAME: 0867

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)

<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"/>

Registration Number(s)

<input type="text" value="2071059"/>	<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.

Michael B. Chesal

Name of Person Signing



Signature

5/17/1998

Date Signed

04/26/99 WED 18:32 FAX 305 379 3428

KLUGER PERETZ

ASSIGNMENT OF TRADEMARK REGISTRATION AND RIGHTS

THE ASSIGNMENT OF TRADEMARK REGISTRATION AND RIGHTS ("Assignment") is made and entered into as of May 3, 1999, by Kathleen S. Dolyniuk ("Assignor"), whose address is 1571 S.E. Virginia Road, Bend, OR 97702 and Go Goddess! Inc., a Florida corporation ("Assignee"), whose address is 4975 S.W. 85th Street, Miami, FL 33143.

WITNESSETH

WHEREAS, Assignor adopted and began using the trademark GODDESS GREETINGS (the "Mark") at least as early as June 15, 1994 (the "Date of First Use") on or in connection with a variety of goods, including greeting cards, stationery, posters and clothing, namely T-Shirts (the "Goods"); and

WHEREAS, Assignor represents and warrants to Assignee that Assignor owns the Mark free and clear of any liens and encumbrances, that no other person has the right to use the Mark on or in connection with the Goods (or any related goods) in commerce, that no other person has ever notified Assignor that it claims superior rights in the Mark, and that Assignor has not assigned or licensed the Mark to any third parties; and

WHEREAS, Assignor has registered the Mark on the Principal Register of the United States Patent & Trademark Office under U.S. Registration Number 2,071,059 (the "Registration"); and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, all of Assignor's right, title and interest in and to the Mark and the Registration, including the goodwill of Assignor's business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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1. Recitals. The parties represent and warrant that the foregoing recitals are true and correct.
2. Assignment of Mark and Registration. Assignor hereby conveys, transfers and assigns unto Assignee, all of Assignor's right, title and interest in and to: (a) the Mark, together with the goodwill of Assignor's business symbolized thereby; (b) the Registration; and (c) all claims and causes of action Assignor has or may have in connection with the Mark.
3. Payment to Assignor. In consideration for the foregoing assignment, Assignee shall pay to Assignor following execution hereof, the total sum of FOUR THOUSAND DOLLARS (\$4,000.00).
4. Phase out of Existing Inventory; Cessation of Use of Mark. Assignor agrees that following execution hereof, she shall not manufacture or have manufactured any additional goods bearing the Mark. Assignor further agrees that following execution hereof she will discontinue all use of the mark in any manner or form whatsoever, including by sales of Goods bearing the Mark (or any confusingly similar mark).
5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
6. Supersede; Modification. This Agreement supersedes all oral, written and contemporaneous agreements between the parties relating to the subject matter of this Agreement, and may not be modified in whole or in part except by an agreement in writing signed by the party to be charged.
7. Delivery of Documents; Further Assurances. Upon execution hereof, and as a condition to Assignee's obligations, Assignor shall deliver to Assignee, all documents relating to the Registration, including all application papers, registration documents, and correspondence

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between Assignor, its counsel, and the United States Patent & trademark Office. The parties agree to execute and deliver such other and further documents or instruments (including Assignments which may be necessary to transfer the Registration) and to do such other acts and things as may be required to carry out the intent and purpose of this Agreement, including cooperating in any litigation involving the Mark.

8. Governing Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principals, and all disputes arising out of or relating to this Agreement shall be maintained in a court of competent jurisdiction in Miami-Dade County, Florida. The parties expressly waive any objection to personal jurisdiction in any such proceeding. The prevailing party in any such proceeding shall be entitled to recover its attorneys' fees and costs incurred in enforcing or defending its rights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the dates set forth below.

Assignor:

Kathleen S. Dolyniuk
Kathleen S. Dolyniuk (KSD)
Date: May 3, 1999

Assignee:

Go Goddess! Inc.

By: Talley Werner
Title: President of Go Goddess!
Date: May 7, 1999 inc

STATE OF OREGON)
)SS:
COUNTY OF Deschutes)

Dolyniuk The foregoing instrument was acknowledged before me on May 3, 1999, by Kathleen S. ~~Dolyniuk~~ who is personally known to me or who produced ~~Dolyniuk's~~ as identification.

My commission expires: 12-21-2001

Darcy A. Turner
Notary Public State of Oregon



PHONE NO. : KLUGER PERETZ

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FROM : 04/28/99 WED 18:33 FAX 305 379 3428

STATE OF FLORIDA)
)SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me on May 7, 1999, by Kelley Warner, on behalf of Go Goddess! Inc., who is personally known to me ~~or who produced~~ as identification.

MY COMM. EXPIRES ON 12/31/00
ROBERTA BACKUS TURNER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC669022
MY COMMISSION EXP. DATE 12/31/00


Notary Public State of Florida

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