

5-24-99

06-10-1999

FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101059502

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

1. Name of conveying party(ies):


Alamo Pintado Equine Medical Center, Inc.
2501 Santa Barbara Avenue
Los Olivos, CA 93441

Individuals Association
 General Partnership Limited Partnership
 Corporation—State of California
 Other: _____

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

2. Name and address of receiving party(ies):

Platinum Performance, Inc.
2501 Santa Barbara Avenue
Los Olivos, CA 93441



05-24-1999
U.S. Patent & TMO/c/TM Mail Rpt Dt. #61

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: May 10, 1999

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation—State of California
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)
 (2,132,598)

Additional numbers attached? Yes No

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

Name: Scott W. Johnston, Esq.
 Address: Merchant & Gould P.C.
 3100 Norwest Center
 90 South Seventh Street
 Minneapolis, MN 55402-4131

6. Total number of applications and trademarks involved: One (1)


7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

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.

Scott W. Johnston  5-20-99
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
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Washington, D.C. 20231

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TRADEMARK
REEL: 001910 FRAME: 0353

ASSIGNMENT

WHEREAS, Alamo Pintado Equine Medical Center, Inc., a California corporation having a principal place of business at 2501 Santa Barbara Avenue, Los Olivos, CA 93441 (hereinafter called "Assignor"), is the owner of United States Trademark Registration No. 2,132,598, registered January 27, 1998, for the mark PLATINUM PERFORMANCE; and

WHEREAS, Platinum Performance, Inc., a California corporation having a principal place of business at 2501 Santa Barbara Avenue, Los Olivos, CA 93441 (hereinafter called "Assignee"), is desirous of acquiring said trademark and trademark registration;

NOW, THEREFORE, said Assignor hereby confirms and ratifies the assignment of rights stated herein effective as of July 1, 98, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, assigned and transferred, and by these presents does sell, assign and transfer, nunc pro tunc, unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to said Mark, said U.S. registration and all common law trademark rights in said Mark, and with the goodwill and other incidents of its business associated with or symbolized by said Mark, effective July 1, 98. Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer,

perfect, record, maintain, register or enforce the rights of Assignee in and to the Mark, at the expense of Assignee.

Date: 5/18/99

By: Douglas J. Herthel
Douglas J. Herthel
Title: owner - pres
Alamo Pintado Equine Medical Center, Inc.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On this 18th of MAY, 1999, before me personally appeared Douglas J. Herthel to me known and known to me to be the person described in and who executed the foregoing instrument, and being first duly sworn, stated that he had authority to sign the above Agreement on his Company's behalf, and that he did so of his free will, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Catherine A. Parr
Notary Public

