

06-25-1999



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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** 6-23-99

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

Merger

Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
03 26 99

**Conveying Party**  Mark if additional names of conveying parties attached

Name Tokai Bank Limited Execution Date  
Month Day Year  
03 26 99

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Los Angeles Agency

Citizenship/State of Incorporation/Organization California

**Receiving Party**  Mark if additional names of receiving parties attached

Name Drew Kaplan Agency, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 19528 Ventura Boulevard

Address (line 2) \_\_\_\_\_

Address (line 3) Tarzana California 91356  
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 California

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FOR OFFICE USE ONLY

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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. 20231

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**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="1,246,927"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

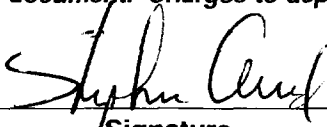
Method of Payment: Enclosed  Deposit Account

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.*

Stephen J. Quigley  6/10/99  
Name of Person Signing Signature Date Signed

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## INTELLECTUAL PROPERTY QUITCLAIM AGREEMENT

This Agreement is dated as of March 26, 1999 by and between Tokai Bank Limited, Los Angeles Agency ("Tokai"), whose address is c/o Gary Caris, Esq., Franzel Share Robins & Bloom, L.C., 5500 Wilshire Boulevard, Los Angeles, California 90048-4920; and Drew Kaplan Agency, Inc. ("Kaplan Agency"), whose address is 19528 Ventura Boulevard, #350, Tarzana, California 91356.

1. As the secured creditor of DAK Industries, Inc. ("DAK"), a California corporation which filed for bankruptcy protection in 1992 and was ultimately placed in receivership pursuant to litigation entitled *Tokai Bank Ltd., Los Angeles Agency v. DAK Industries*, LASC Case No. BC117601 (the "Receivership Litigation"), Tokai may have or may have had rights in (i) various trademarks and service marks and concomitant goodwill of DAK, (ii) various trademarks and servicemarks owned by Thunder Dragon Investments, Inc. ("TDI") and Timbescence Research, Inc. ("TRI") and licensed to DAK, and (iii) various copyrights in material created by or for DAK.

2. Kaplan Agency agrees to pay Tokai [REDACTED] Tokai hereby acknowledges. In consideration for the foregoing payment, and except as set forth in paragraph 4, below, Tokai hereby quitclaims and assigns, in perpetuity throughout the universe, any and all rights which Tokai (or any of its related entities) has or may have or come to have with respect to (i) any and all rights in logos, trademarks, and service marks (together with the goodwill of the business symbolized by such marks) which rights were or may have been at one time owned by DAK, TDI, or TRI, which Tokai has or may have or come to have under the trademark and service mark registrations listed in Exhibit "A" hereto and all common law rights relating to such marks; and (ii) any and all rights in copyrights which were or may have been owned by DAK, TDI, or TRI, in all catalogs and other sales, advertising, and promotional materials ever created by or owned by DAK (collectively, the "Assigned Interests").

3. Tokai's quitclaim hereunder is made on an "as is" basis, without warranty or representation of any kind or nature whatsoever (except the limited representation contained in paragraph 4), whether express, implied, by operation of law, or otherwise, concerning the Assigned Interests, or any matter related thereto, or in connection with and/or ancillary to the Assigned Interests, including, without limitation: (1) that Tokai owns or holds any rights, title or interest whatsoever in, to or with respect to any of the Assigned Interests, (2) the enforceability of any of the Assigned Interests, (3) the value of the Assigned Interests, or (4) compliance with applicable laws and regulations pertaining to the Assigned Interests. Kaplan Agency acknowledges and agrees that it is acquiring and accepting the assignment of the Assigned Interests and that the Assigned Interests are and shall be assigned by Tokai to Kaplan Agency "as is" and "with all faults" and with all defects or deficiencies, and subject to all claims, offsets and defenses relating thereto, and any and all liens, charges, and other interests thereon or therein. Kaplan Agency hereby assumes the full risk of loss, damage, injury, expense, or liability whatsoever relating to the Assigned Interests and Tokai's assignment thereof to Kaplan Agency. Kaplan Agency acknowledges and agrees that Kaplan Agency has made such analyses, reviews, inspections, evaluations, and investigations as it deems necessary or appropriate, and has satisfied itself regarding all matters relating to the Assigned

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Interests and any right, title or interest that Tokai may own or hold with respect thereto, and the feasibility, utility, and marketability of the Assigned Interests for any purpose. Kaplan Agency further assumes all risk of loss, damages, expense, or liability whatsoever in connection with any and all claims and defenses of persons or entities owning or holding, or claiming to own or hold, any right, title or interest in or to any of the Assigned Interests. Kaplan Agency acknowledges that Kaplan Agency has conducted all such investigations as Kaplan Agency deems appropriate to satisfy Kaplan Agency fully with respect to the foregoing matters. Kaplan Agency hereby waives any and all warranties, guaranties, or representations, oral or written, past, present or future, of, as to, or concerning the Assigned Interests. **KAPLAN AGENCY UNDERSTANDS AND AGREES THAT THE ASSIGNMENT OF THE ASSIGNED INTERESTS IS MADE ON AN "AS IS" BASIS AND EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF TOKAI HERBIN, AND EXCEPT AS SPECIFICALLY PROVIDED IN PARAGRAPH 4 OF THIS AGREEMENT, TOKAI MAKES AND HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, OWNERSHIP, EXISTENCE, QUALITY, QUANTITY, VALUE, CONDITION, MERCHANTABILITY, OR FITNESS OF THE ASSIGNED INTERESTS FOR ANY PARTICULAR PURPOSE.** Without limiting the generality of the foregoing, Kaplan Agency acknowledges that many of the trademark registrations referenced in Exhibit A have expired or may be subject to contest or dispute by third parties, and Kaplan Agency accepts all risk thereof.

4. Tokai represents that to the best of its knowledge neither Tokai nor anyone acting under the direction of Tokai (and expressly excluding Michael Myers, Esq., Receiver in the Receivership Litigation) has sold or licensed any rights in the Assigned Interests with the following exceptions:

a. Grants and licenses made in connection with the settlement of the "DKKaracks" dispute.

b. Grants and licenses made to DAK Gourmet Products regarding kitchen products. Tokai will make a reasonable effort to supply Kaplan Agency with a copy of the relevant documents so that Kaplan Agency may be made aware of the scope of such grants and licenses, provided, however, that Tokai makes no representations concerning same.

c. Transfer of any interests relating to dbx® and related marks. Kaplan Agency acknowledges that DAK previously relinquished all interests in the "dbx" marks.

d. The previous license by Michael Myers, Esq., Receiver in the Receivership Litigation, granting to Drew Alan Kaplan the perpetual nonexclusive right under copyright to use all of the materials contained in all catalogs and other sales, advertising, and promotional materials ever created by or owned by DAK.

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**EXHIBIT A**

<u>Mark</u>	<u>Territory</u>	<u>Registration or Application Number</u>
DAK	United States	1,148,203
DK logo	United States	1,162,534
DAK	United States	1,570,338
DAK	United States	1,584,036
DK logo	United States	1,737,289
DK logo	United States	1,741,894
DAK	Canada	265,589
Datadone	United States	1,787,949
Perfect Slices	United States	App. 74/516,494
Marriage Sever	United States	App. 74/571,222
BSR	United States	798,406
BSR McDonald	United States	891,275
BSR Minichanger	United States	1,042,737
BSR	United States	1,071,357
BSR	Australia	B276,291
BSR	Australia	B177,808
BSR	Benelux	18906
BSR	Bophuthatswana	B62/4510
BSR	United Kingdom	975,039
BSR	Canada	139,970
BSR	France	1474431
BSR	Germany	690,238
BSR	Germany	853,554
BSR	Hong Kong	1163/73
BSR	Italy	322,214
BSR	Italy	412,806
BSR	Japan	684,351
BSR	Malaya	M/53329
BSR	New Zealand	72382
BSR	Singapore	47673
BSR	South Africa	B62/4510
BSR	Taiwan	20001
BSR	Transkei	B62/4510
BSR	Uruguay	228,313
Soundfield Imaging	United States	1,393,002
Soundfield	United States	1,393,007
Soundfield Imaging	United States	App. 74/250,225
Soundfield	Australia	B397,175
Soundfield	Benelux	392,458

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**TRADEMARK ASSIGNMENT**

WHEREAS, Tokai Bank Limited, Los Angeles Agency ("Tokai"), whose address is c/o Gary Caris, Esq., *Frankel, Shore Robins & Bloom, L.C.*, 6500 Wilshire Boulevard, Los Angeles, California 90048-4920, may have an interest (pursuant to court order in the Superior Court of Los Angeles County, California litigation entitled *Tokai Bank Ltd., Los Angeles Agency v. DAK Industries, LASC Case No. BC117601*) in the rights of DAK Industries, Inc., Thunder Dragon Investments, Inc., and Timbrece Research, Inc., regarding the trademark and service marks (the "Marks") listed in Exhibit A hereto;

WHEREAS, Drew Kaplan Agency, Inc. ("Kaplan Agency") a corporation organized and existing under the laws of the State of California and having its principal place of business at 19528 Ventura Boulevard, #350, Tarzana, California 91356, has entered into an agreement with Tokai dated as of March 26, 1999 (the "Agreement") by which Kaplan Agency has acquired all of Tokai's rights and interests in the Marks.

NOW, THEREFORE, Tokai does hereby confirm that, pursuant and subject to the terms of the Agreement, it has assigned, and does hereby assign, transfer and set over unto Kaplan Agency its entire right, title and interest in and to the Marks and to the registration thereof, together with the goodwill of the business symbolized by the Marks.

Tokai Bank Limited, Los Angeles Agency

By *N. Kojima*  
Satoru Kojima

Its Senior Vice President and  
Assistant General Manager

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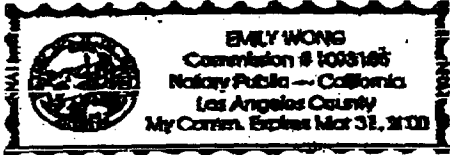
**ALL-PURPOSE ACKNOWLEDGEMENT**

State of California  
County of Los Angeles

On March 30, 1999 before me, Emily Wong, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Satoru Kojima  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by (his) partner's signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.  
Emily Wong  
SIGNATURE OF NOTARY

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) Assistant Ge  
Manager  
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
The Tokai Bank Limited  
Los Angeles Agency