

09-10-1999

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

**TRADEMARKS ONLY** 101122835

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

1. Name of conveying party(ies):  
Penta Laboratories, Inc.

\_\_\_\_ Individual(s)                      \_\_\_\_ Association  
 \_\_\_\_ General Partnership              \_\_\_\_ Limited Partnership  
 Corporation - California  
 \_\_\_\_ Other \_\_\_\_\_

Add'l name(s) of conveying party(ies) attached? \_ Yes  No

2. Name and address of receiving party(ies):  
Name: Penta Financial Incorporated dba Penta Laboratories  
 Internal Address:  
 Street Address: 9740 Cozycroft Avenue  
 City: Chatsworth State: CA ZIP: 91311

\_\_\_\_ Individual(s) citizenship \_  
 \_\_\_\_ Association \_\_\_\_  
 \_\_\_\_ Limited Partnership \_  
 Corporation - State California  
 \_\_\_\_ Other: \_\_\_\_

3. Nature of conveyance:  
 Assignment                      \_\_\_\_ Merger  
 \_\_\_\_ Security Agreement              \_\_\_\_ Change of Name  
 \_\_\_\_ Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

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 registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
672,148

Additional numbers attached? \_\_\_\_ Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Norman Zafman, Esq.  
 Internal Address:  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN  
 Street Address: 12400 Wilshire Boulevard  
Seventh Floor  
 City: Los Angeles State: CA ZIP: 90025

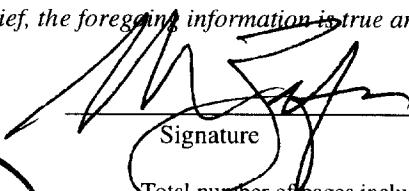
6. Total number of applications and registrations involved: One (1)

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

8. Deposit account number:  
02-2666

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.*

Norman Zafman                                            September 2, 1999  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 48

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**NUNC PRO TUNC**  
**ASSIGNMENT OF TRADEMARK**  
**AND**  
**THE UNITED STATES REGISTRATION THEREOF**

WHEREAS, on or about January 1, 1990, Penta Laboratories, Inc., a corporation organized and existing under the laws of the State of California, having a place of business at 9740 Cozycroft Avenue, Chatsworth, California 91311 ("ASSIGNOR"), acquired, adopted and used, and thereby, owned all rights, title and interests in and to the trademark PENTA and the United States Registration thereof, namely, U.S. Registration Number 672,148, dated January 6, 1959; (the "Mark" and "Registration", respectively), along with the goodwill of the businesses appurtenant to the Mark; and

WHEREAS, on October 1, 1994, ASSIGNOR informally assigned its entire rights, title and interests in and to the Mark and Registration, and the goodwill appurtenant thereto, to Penta Financial Incorporated, doing business as Penta Laboratories, a corporation organized and existing under the laws of the State of California, having a principal place of business at 9740 Cozycroft Avenue, Chatsworth, California 91311 ("ASSIGNEE"); and

WHEREAS, ASSIGNEE desires to formalize the above-noted assignment, and more specifically, for ASSIGNOR to execute this instrument of assignment, whereby ASSIGNOR formally assigns its entire rights, title and interests in and to the Mark and Registration, and the goodwill appurtenant thereto, to ASSIGNEE, nunc pro tunc October 1, 1994, for the purpose, inter alia, of enabling ASSIGNEE to record said assignment with the United States Patent and Trademark Office; and

WHEREAS, ASSIGNOR is willing to execute this instrument of assignment to formalize its above-noted assignment, nunc pro tunc October 1, 1994.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc October 1, 1994, its full and entire rights, title and interests in and to the Mark and Registration thereof identified above, and the attendant goodwill symbolized by the Mark, including, without limitation, (i) any and all causes of action for infringement of the Mark which arose prior to October 1, 1994; and (ii) the right to register the Mark in all jurisdictions in the world which register trademarks, the same to vest in ASSIGNEE nunc pro tunc October 1, 1994.

ASSIGNOR hereby represents and warrants, nunc pro tunc October 1, 1994, that (i) it is the sole owner of the Mark, the goodwill associated therewith and the Registration thereof; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the

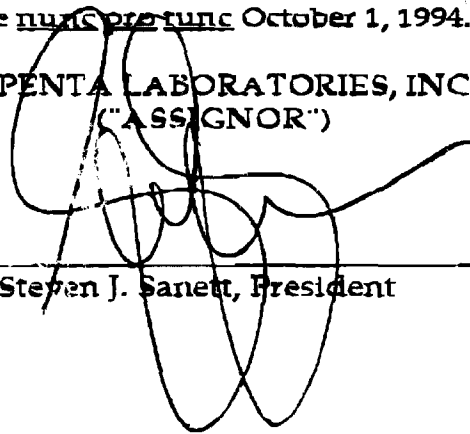
Registration thereof is not the subject of any cancellation proceeding in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Mark in the United States; (v) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Mark or Registration, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Mark and/or Registration which would be breached or otherwise violated by the foregoing assignment of the Mark and Registration. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever with respect to the subject matter hereof, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees, nunc pro tunc October 1, 1994, that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Mark and Registration thereof, in the United States.

ASSIGNOR further agrees, nunc pro tunc October 1, 1994, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Marks and Registrations thereof is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below, effective nunc pro tunc October 1, 1994.

PENTA LABORATORIES, INC.  
("ASSIGNOR")



Dated: August 31, 1999

By: \_\_\_\_\_  
Stephen J. Sanett, President