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04-11-2000

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



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

**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

- 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

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/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

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04/11/2000 DNGUYEN 00000035 1127499

01 FC:481 40.00 OP
02 FC:482 25.00 DP

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

TRADEMARK
REEL: 002047 FRAME: 0085

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1127499"/>	<input type="text" value="2242397"/>	<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.

melvin K. Silverman
Name of Person Signing


Signature

3-5-00
Date Signed

ASSIGNMENT OF U.S. REGISTRATION OF TRADEMARKS

TANTOO and TAN-TOOS

Between

Thomas S. CRUM

and

The Tantoo Company International, Inc.

**Prepared by Melvin K. Silverman, P.C.
4901 North Federal Highway
Suite 440
Ft. Lauderdale, FL 33308**



ASSIGNMENT OF U.S. REGISTRATION OF MARK**Parties:**

Thomas S. CRUM ("CRUM"), an individual, of 12644 Shoreline Drive, Wellington, Florida 33414

And

The Tantoo Company International, Inc. ("TCII"), a corporation incorporated and existing under the laws of the State of Florida.

Recitals:

- A. CRUM is the recorded assignee of the mark TANTOO, directed to a decorative sunscreen in the nature of an applique, registered on Principal Register in the United States Patent and Trademark Office, Registration No. 1,127,499 issued December 11, 1979.
- B. CRUM is also the registered owner of the mark TAN-TOOS directed to a temporary tattoo one wears as one tans, registered on the Principal Register in the U.S. Patent and Trademark Office, May 04, 1999, Registration No. 2,242,397.
- C. CRUM wishes to assign the above-described trademarks and all rights pertaining thereto to TCII.
- D. TCII is desirous of acquiring all rights in, title to and associated goodwill of
the above-described trademarks.

THEREFORE, for good and valuable consideration, the receipt of which is acknowledged and in consideration of the mutual covenants and representations contained in this Agreement, the parties agree as follows:



1. CRUM grants and assigns to TCII all federal, common-law and state rights and interest in and title to the above-described marks together with the goodwill and other intangibles of the business symbolized by the above-described trademarks and the right to sue and recover damages and profits for past infringement.
2. CRUM warrants that the marks are in full force and good standing and that there are no other assignments of rights or licenses granted under these marks or known infringements by or against this mark.
3. CRUM warrants that he is the lawful assignee of the mark TANTOO from the assignor and original registrant, Applied Science Corporation and that the assignment was recorded in the Patent and Trademark Office as an assignment dated 05/14/1998, document No. 1732/0176.
4. CRUM warrants that he is the lawful owner of the mark TAN-TOOS.
5. CRUM further warrants that he has full right, authority and power to transfer these marks and that the marks are transferred free and clear of all liens, encumbrances and adverse claims.
6. TCII agrees that it shall not license, sell, assign or otherwise dispose of the marks TANTOO and TAN-TOOS without the permission of CRUM. Such permission shall not be unreasonably withheld.
7. If any of the following events occur, TCII agrees that the ownership of the marks shall revert immediately to CRUM and this assignment shall become null and void:



- a. Bankruptcy of TCII. For the purposes of this clause, bankruptcy means either a voluntary bankruptcy or an involuntary bankruptcy.

A voluntary bankruptcy means the inability of TCII generally to pay its debts as such debts become due, or an admission by TCII of its inability to pay its debts generally or a general assignment by TCII for the benefit of creditors; the filing of any petition or answer by TCII seeking to adjudicate it a bankrupt or insolvent, or seeking for itself any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of TCII or its debts under any law relating to bankruptcy, insolvency or relief of debtors, or seeking to, consenting to, or acquiescing in the order for relief or the appointment of a receiver, trustee, custodian, or other similar official for TCII or for any substantial part of its property; or corporate action taken by TCII to authorize any of the above actions.

An involuntary bankruptcy means without the consent or acquiescence of TCII, the entering of an order for relief or approving the petition for relief or reorganization or any other petition seeking any liquidation, winding-up, reorganization, arrangement, adjustment, protection, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any petition against TCII, which petition shall not be dismissed within ninety (90) days, or, without the consent or acquiescence of TCII, the entering of an order appointing a trustee, custodian, receiver or liquidator of TCII or of all or any substantial part of the property of TCII which order shall not be dismissed within sixty (60) days.

- b. TCCI becomes an inactive corporation under the rules of the Security and Exchange Commission defining such inactive corporation, for a continuous period of six months.

8. TCII warrants that it has the power, authority and right to enter into this binding Agreement with CRUM.
9. This agreement shall be binding on and inure to the benefit of the parties, their successors, assigns and personal representatives.

- 10. This Agreement sets out the entire understanding of the parties and supersedes all and any other agreements, representations, promises and negotiations, whether written or oral.
- 11. This Agreement shall not be modified except by a writing signed by all the parties to this Agreement.
- 12. The construction, validity and performance of this Agreement shall be governed by the law of the State of Florida.
- 13. All disputes arising out of or affecting this Agreement shall be subject solely to a Florida court of competent jurisdiction.
- 14. This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together constitute one Agreement.

Signatures




 Thomas S. CRUM

December 1, 1999

 Date

THE TANTOO COMPANY INTERNATIONAL, INC.

BY: 

 Thomas S. Crum

December 1, 1999

 Date

President

 Title

