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04-12-2000



101317132

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Docket No.:

Tab settings

To the Honorable Commis

Attached original documents or copy thereof.

1. Name of conveying party

Ingenius

03-06-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 29, 1999

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

Name: Youthline USA, Inc.

Internal Address:

Street Address: 288 Forest Avenue

City: Lakewood State: NJ ZIP: 08701

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic designation is Yes No

(Designations must be a separate document from Additional name(s) & address(es) Yes No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,224,931	2,210,065	2,224,934
2,229,871	2,224,933	2,227,029
2,227,027	2,227,028	2,114,398

Additional numbers

Yes No

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

Name: Tucker & Latifi, LLP

Internal Address:

Street Address: 160 East 84th Street

Suite 5-E

City: New York

State: NY ZIP: 10028

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ \$315.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

04/11/2000 JSHWQZZ 00000113 2224931

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
275.00 OP

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.

Afschineh Latifi, Esq.

Name of Person Signing

Afschineh Latifi
Signature

March 3, 2000

Date

Total number of pages including cover sheet, attachments, and

2

Assignment From Ingenius To Youthline USA, Inc.

Trademark Registration Numbers, cont'd

2,224,932

2,223,205

2,010,538



03-06-2000

U.S. Patent & TMOfo/TM Mail RcptDt. #22

U.S. Trademark Assignment

ASSIGNMENT made this ____ day of September, 1999, by Ingenius a partnership composed of RL Ingenius, Inc., and ETC Ingenius Holdings, Inc., having an office and place of business in Englewood Colorado ("Assignor").

WHEREAS, Assignor is the owner of the U.S. Trademark Registrations listed on the schedule annexed hereto as Exhibit A (the "Marks"); and,

WHEREAS, Youthline USA, Inc, a Delaware corporation with an office and place of business at 288 Forest Avenue Lakewood, NJ 08701 ("Assignee") desires to acquire Assignor's right, title, and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of it's right, title and interest in and to the Marks together with the goodwill of the business in connection with which said Marks are used, including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment had not been made.

Notwithstanding anything contained in this Assignment to the contrary or otherwise provided by applicable law in the absence of this paragraph, this Assignment and the property to be transferred hereunder are made by Assignor and accepted by Assignee AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY RECOURSE UPON AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATIONS, whether oral or written, past, present, or future, by Assignor, and Assignor's directors, officers, employees, agents or attorneys as to any matter whatsoever.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

EXHIBIT A**INGENIUS**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ABBY DARTY	2,224,931	2/23/99
ABBY DARTY & DESIGN	2,229,871	3/9/99
ADAM ELECTRON & DESIGN	2,227,027	3/2/99
ASK A.N.D.I.E.	2,210,065	12/15/98
CLAIRE LEARNER	2,224,933	2/23/99
CLAIRE LEARNER & DESIGN	2,227,028	3/2/99
GABBY GLOBAL	2,224,934	2/23/99
GABBY GLOBAL & DESIGN	2,227,029	3/2/99
INGENIUS	2,114,398	11/18/97
JIM ARENA	2,224,932	2/23/99
SY BERKID	2,223,205	3/23/99
WHO ON EARTH	2,010,538	10/22/96