

06-23-2000

FORM 285A  
Expires 06/30/99  
OMB 0851-0027

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

OPR/FINANCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

3-17-00

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  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name SUNGLASSES PRODUCTS, INC.

Execution Date  
Month Day Year  
12311996

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 ANTI RAY, INC.

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

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

Address (line 1) 833 WEST 16TH STREET

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

Address (line 3) NEWPORT BEACH

CALIFORNIA

92660

- 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

FOR OFFICE USE ONLY

04/13/2000 DNGUYEN 00000365 1861690

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, 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

FORM PTO-1618B  
Expires 08/30/99  
OMB 0951-0027

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

**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="1861690"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1590588"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1429986"/>	<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.

ALYSSA A. MILMAN

3/8/00

Name of Person Signing

Signature

Date Signed

EXHIBIT H  
ASSIGNMENT OF TRADEMARKS & TRADENAMES

This Assignment of Trademarks & Tradenames is made this 31 day of December, 1996 by and between SUNGLASS PRODUCTS, INC., a California corporation, doing business as PERSONAL OPTICS ("herein "ASSIGNOR") and ANTI-RAY, INC., a California corporation (herein "ASSIGNEE").

Assignor hereby assigns all rights, title, and interest, in the trade names, trademarks and/or service marks, including all applicable registrations, licenses and/or pending applications relating thereto owned or used by Style Eyes as follows, except "RETRO" which is retained by Seller:

Style Eyes International and Design	
Style Eyes of California and Design	
Style Eyes	
Pro	Pro Rose
Microlites	Rubber Banz
Rubber Bandz	Rubbers
Street Style	Street Lites
Shoreline	Mogullites
Polarlites	Clearlites

Sherpa  
(herein individually "Mark" and collectively "Marks")

Assignor has used some or all of Marks in the business conducted by Assignor. Assignee understands that the Marks are being sold and transferred "AS IS" and that Assignor shall have no liability, cost or expense whatsoever to perfect or defend same against any claimants or assert the validity thereof or protect against the misuse by others or any other matter concerning the enhancement or protection of the value of the Marks; it being understood by the parties hereto that no separate consideration has been paid by Assignee for the acquisition of same. Assignor shall release to Assignee all documents, registrations, applications and other documents relating to said Marks in its possession. Assignor may, in connection with the security provided by the Sale Agreement, retain copies of all documents delivered to Assignee. Assignee hereby accepts the assignment of the Marks on the terms and conditions contained herein.

Executed as of the date set forth above:

"ASSIGNOR"  
SUNGLASS PRODUCTS, INC.,  
a California corporation,  
d/b/a PERSONAL OPTICS

Rodrigo R. Koke

"ASSIGNEE"  
ANTI-RAY, INC., a  
California corporation

Philip C. Koke