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To the Honorable Commissioner of Patent

101410601

original documents or copy thereof.

1. Name of conveying party(ies):

James Gandy and
Kartar Gandy Limited Partnership

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Salsa Digital, Ltd.

Internal Address: _____

Street Address: 4671 Hwy. 90 West

City: San Antonio State: Texas ZIP: 78237

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

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

3. Nature of conveyance:

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

Execution Date: March 2, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,977,821

2,320,166

Additional numbers attached? Yes No

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

Name: Deven N. Dixon

Internal Address: _____

Street Address: 745 E. Mulberry
Suite 870

City: San Antonio State: Texas ZIP: 78212

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 69.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

07/20/2000 DC0ATES 00000213 1977821

DO NOT USE THIS SPACE

- 01 FC:481 40.00 DP
- 02 FC:482 25.00 DP
- 03 FC:998 4.00 DP

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.

Deven N. Dixon
Name of Person Signing

Deven Dixon
Signature

06/29/00
Date

4

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington D.C. 20231

ASSIGNMENT OF TRADEMARKS

WHEREAS, JAMES GANDY AND KARTAR GANDY LIMITED PARTNERSHIP, whose address is 4671 Highway 90 West, San Antonio, Texas 78237, (hereinafter referred to together as "Assignor"), are the joint owners by assignment of the trademarks and trademark applications set forth in Schedule A attached hereto, James Gandy owning a 38% undivided interest in the trademarks and trademark applications and Kartar Gandy Limited Partnership owning a 62% undivided interest in the trademarks and trademark applications; and

WHEREAS, SALSA DIGITAL, LTD, a Texas limited partnership, whose address is 4671 Highway 90 West, San Antonio, Texas 78237 (hereinafter referred to as "Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the said trademarks and trademark applications set forth in Schedule A attached hereto;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Assignor has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors, legal representatives and assigns, the entire right, title, and interest in, to and under the said trademarks and trademark applications set forth in Schedule A attached hereto, and all registrations which may be granted thereon, and all goodwill associated therewith.


Assignor further assigns to Assignee, its successors, assigns or other legal representatives, any and all claims for damages by reason of past and continuing infringement of said trademarks, and the right to sue for and collect the same for its own use and benefit and that of its successors, assigns or other legal representatives.

AND ASSIGNOR HEREBY covenants that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith, and Assignor hereby agrees to execute any further documents as reasonably required by Assignee in order to further effectuate this assignment, at Assignee's expense.

IN TESTIMONY WHEREOF, I hereunto set my hand effective the 2nd day of March, 2000.


James Gandy

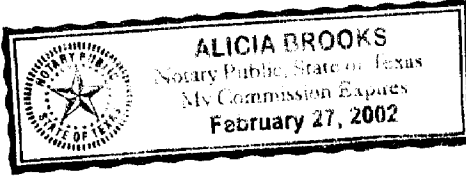
Kartar Gandy Limited Partnership

By: 
Kartar Gandy, General Partner

STATE OF TEXAS
COUNTY OF BEXAR

§
§

On this 29th day of June, 2000, before me, a Notary Public, personally appeared James Gandy, to me known to be the person of that name, who signed the foregoing instrument, and he acknowledges the same to be his free act and deed.



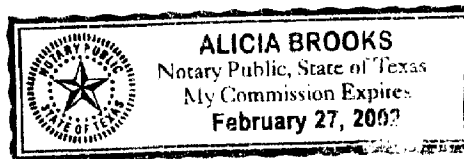
Alicia Brooks
Notary Public, State of Texas
My Commission Expires: 2-27-02

STATE OF TEXAS
COUNTY OF BEXAR

§
§

On this 29th day of June, 2000, before me, a Notary Public, personally appeared Kartar Gandy, to me known to be the person of that name, who signed the foregoing instrument, and he acknowledges the same to be his free act and deed.

Alicia Brooks
Notary Public, State of Texas
My Commission Expires: 2-27-03



Schedule "A"
to
Assignment of Trademarks

Docket No.	Title	Serial Number	Registration No. Patent No.	Country
S-1456.42 (L)	™ Salsa C/7	Application has been filed but no serial number has been assigned		Malaysia
S-1456.42 (C)	™ Salsa C/7	2000057018		China
S-1456.42 (B)	™ Salsa C/7	1056727		Canada
S-1456.42 (J)	™ Salsa C/7 ™ Salsa C/9	TOO/06075Z TOO/06076H		Singapore Singapore
S-1456.42(F)	™ Salsa C/7	50153/ZOOO		Japan
S-1456.22	™ Powerjet	74/602,644	1,977,821	U.S.
S-1456.42	™ Salsa C/7		2,320,166	U.S.