

09-27-2000



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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  
06/27/00

Conveying Party

Mark if additional names of conveying parties attached

Name Chet Thomas

Execution Date  
Month Day Year  
06/27/00

Formerly

76001616

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

Receiving Party

Mark if additional names of receiving parties attached

Name Skateboard World Industries, Inc.

DBA/AKATA Dwindle Distribution

Composed of

Address (line 1) 815 N Nash Street

Address (line 2)

Address (line 3) El Segundo

CA

90245

City

State/Country

Zip Code

- 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

09/26/2000 MTHA11 00000242 76001616

01 FC:481  
02 FC:482

40.00 OP  
25.00 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 (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

**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" value="76/001616"/>	<input type="text" value="75/498349"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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**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.

Tawnya Wojciechowski

9/14/00

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of this 27 day of June, 2000, by and between CHET THOMAS, an individual with an address at 4792 Scenario, Huntington Beach, CA 92649 ("SELLER") and SKATEBOARD WORLD INDUSTRIES, INC., a California corporation, d/b/a Dwindle Distribution ("PURCHASER").

### RECITALS

WHEREAS, SELLER has adopted, is using and/or has used as trade names, trademarks, or service marks expressions containing the term Darkstar (collectively, the "Marks"), which could include without limitation:

Darkstar  
Darkstar Wheels  
Darkstar Master Urethane

in connection with the sale of clothing, skateboards, skateboard wheels and skateboard accessories; and

WHEREAS, SELLER has filed applications in the U.S. Patent and Trademark Office to register the trademarks DARKSTAR (Application Serial Number 76-001,616) for clothing, skateboards, skateboard wheels and skateboard accessories and Darkstar Master Urethane (Application Serial Number 75-498,349) for skateboards, skateboard wheels and skateboard accessories.

WHEREAS, PURCHASER desires to purchase and acquire from SELLER, and SELLER desires to sell and transfer, all right, title and interest in the Marks together with any goodwill associated therewith.

NOW, THEREFORE, the parties hereto agree as follows:

### AGREEMENT

1. SELLER, hereby transfers and assigns to PURCHASER (a) any and all right, title, and interest SELLER or its affiliates or subsidiaries has in or to the Marks (including any claims, whether known or unknown as of the date hereof, that may be asserted by or against any third party with respect to the Marks) and (b) that part of the goodwill of any business of SELLER connected with the use of and symbolized by the Marks, together with all other rights that inhere in such Marks. SELLER agrees at PURCHASER's expense and upon reasonable notice to execute any required documents, to provide upon request any required records, and otherwise to cooperate fully with PURCHASER as may be necessary to accomplish the transfer and assignment of all right, title and interest which SELLER has or has had in or to the Marks, to record such transfers, and to register the Marks in PURCHASER's name.

2. As consideration for the purchase of the Marks, PURCHASER shall pay to SELLER within thirty (30) days after the end of each calendar quarter, royalty payments (the "Royalty Payments") in the amount of the greater of (i) four percent (4%) of all Net Revenues received by PURCHASER during the previous calendar quarter and (ii) Twelve Thousand Five Hundred Dollars (\$12,500). For the purposes of this Agreement, "Net Revenues" shall mean (a) the gross revenues received by PURCHASER in connection with the sale of products using any of the Marks less (b) all costs for shipping, handling, taxes, service charges, credit card processing fees and bad debt. The payment of all Royalty Payments shall stop and all obligations of PURCHASER to SELLER under this Agreement shall terminate upon the earlier of (y) the date when the aggregate amount of Royalty Payments paid by PURCHASER to SELLER equals or exceeds Four Hundred Thousand Dollars (\$400,000) and (Z) February 28, 2005.

3. Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder, including without limitation the assignment of rights as contemplated herein.

4. SELLER represents and warrants that (a) SELLER holds good and valid title to each of the Marks, and transfers such title to Purchaser, free and clear of all liens, mortgages, encumbrances and claims of every kind, nature or character, (b) SELLER has the full right to assign to PURCHASER all right, title, and interest in the Marks as well as all goodwill attached to the Marks and (c) the Marks (i) do not infringe or conflict with any intellectual property right of any third party and (ii) have not been assigned, transferred or licensed to any third party and (d) the execution, delivery and performance of this Agreement by SELLER (i) will not result in the breach of the terms of, or result in a termination or modification of, or constitute a default under, or conflict with, any agreement or other instrument by which SELLER is bound or any judgment, decree, order or award of any court, governmental body or arbitrator or any applicable law, rule or regulation, and (ii) does not require the consent of any other person or entity.

5. SELLER acknowledges that, from and after the execution of this Agreement, PURCHASER is the owner of all right, title and interest in and to the Marks in any form or embodiment thereof and is also the owner of the goodwill attached to the Marks. SELLER shall not at any time do or cause to be done any act or thing which may adversely affect any rights of PURCHASER in and to the Marks. SELLER agrees not to challenge the PURCHASER's ownership or the validity of the Marks or any application for registration thereof or any trademark registration thereof or any rights of PURCHASER therein.

6. SELLER agrees to defend, indemnify, and hold harmless PURCHASER and its officers, directors, employees, and agents against any claim of any nature arising in any way out of PURCHASER's use of the Marks. If PURCHASER is, at any time during the term of this Agreement, prohibited in any way, in the reasonable judgement of PURCHASER, from using any of the Marks due to any dispute relating to PURCHASER's use of the Marks, PURCHASER shall not be obligated to make any further Royalty Payments.

7. SELLER agrees that it will cooperate with PURCHASER at PURCHASER's expense and upon reasonable notice to the extent necessary in order to protect PURCHASER's rights in the Marks, including, but not limited to providing evidence or information as requested

by PURCHASER in connection with any administrative proceeding or court action involving the Marks or any similar trademark.

8. SELLER shall cease all use of any trade name, trademark, or service mark consisting of or containing the term Darkstar, or any other term which, in the opinion of PURCHASER, is confusingly similar to any of the Marks, immediately upon execution of this Agreement, and shall use no such name or mark in the future.

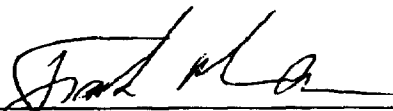
9. Neither party may assign or otherwise transfer this Agreement or any of the rights or obligations hereunder to any person or entity without the prior written consent of the other party; provided, however, that SELLER may assign its right to receive the Royalty Payments by delivering to the PURCHASER a completed and executed Notice of Assignment of Royalty Payments in substantially the form attached hereto as *Exhibit A*. This Agreement is binding upon, and inures to the benefit of, each party and its affiliates, subsidiaries, predecessors, successors, and assigns.

10. This Agreement contains the entire agreement between the parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement may only be amended or modified by a written agreement signed by both parties or their assignees.

11. This Agreement shall be interpreted in accordance with and governed by United States law as applied to trademarks and trade names, and California law as such laws are applied to contracts entered into by California residents and performed entirely in California.

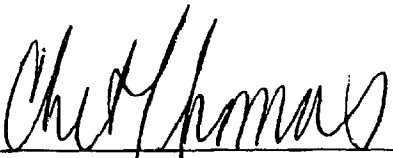
12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SKATEBOARD WORLD INDUSTRIES, INC.

Signature: 

Name: Frank Messmann

Title: CEO

  
CHET THOMAS