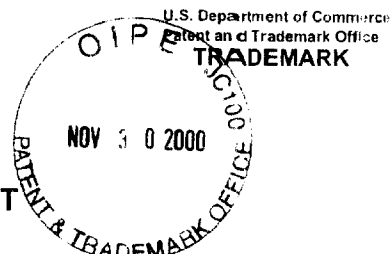


12-15-2000



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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 ErrorReel #  Frame # ☐ Corrective DocumentReel #  Frame # 

## Conveyance Type

☐ Assignment☐ License☐ Security Agreement☐ Nunc Pro Tunc Assignment☐ MergerEffective Date  
Month Day Year

10-11-2000

☐ Change of Name☐ Other 

## Conveying Party

☐ Mark if additional names of conveying parties attachedName  Rich and Me Inc.Execution Date  
Month Day Year

10-11-2000

Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☐ Citizenship/State of Incorporation/Organization  California

## Receiving Party

☐ Mark if additional names of receiving parties attachedName  Fortune Casuals LLCDBA/AKA/TA Composed of Address (line 1) Address (line 2)  1936 San Mateo StreetAddress (line 3)  Los Angeles

City

 Delaware

State/Country

 90021

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☐ Corporation ☐ Association☒ Other  Limited Liability Company☐ 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.)

FOR OFFICE USE ONLY

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. 20231TRADEMARK  
REEL: 002195 FRAME: 0691

**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)**

**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.

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

Conveying Party

Enter Additional 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

Enter Additional 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)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ 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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).



Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75910822	76079041	


ASSIGNMENT OF  
TRADEMARKS AND REGISTRATIONS

WHEREAS, Rich and Me Inc., a California corporation having a principal place of business at 3388 Fruitland Vernon, California 90058 ("ASSIGNOR") owned all rights, title and interests certain trademarks, some of which are registered in the United States and others of which are pending for registration in the United States and foreign countries, including but not limited to those identified in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Marks" and the "Registrations, respectively), along with the goodwill of the businesses associated therewith (the "Goodwill"); and

WHEREAS, as of October 11, 2000 (hereinafter the "Effective Date"), by virtue of a Purchase Agreement dated as of the Effective Date, between Fortune Casuals LLC, a Delaware limited liability company having a principal place of business at 1936 San Mateo Street, California 90021 ("ASSIGNEE"), ASSIGNEE and Capital Factors, Inc. a creditor of ASSIGNEE ("Creditor"), Creditor foreclosed upon certain assets of ASSIGNOR, including the Marks, Registrations and Goodwill, and certain assets, including the Marks, Registrations and Goodwill, were sold and assigned to ASSIGNEE; and

WHEREAS, ASSIGNEE desires to formalize its acquisitions of the entire right, title and interest in and to the Marks, Registrations and Goodwill, nunc pro tunc the Effective Date, and further to correctly, fully and completely reflect the proper chain of title in and to the trademarks in the records of the United States Patent and Trademark Office.

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that ASSIGNOR, by these presents, does hereby expressly acknowledge the prior assignment of the Marks to ASSIGNEE on the Effective Date, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc the Effective Date, the full and entire right, title and interest in and to the Marks, the Registrations and the Goodwill, the same to vest in ASSIGNEE nunc pro tunc the Effective Date. The foregoing assignment includes, nunc pro tunc the Effective Date, the right to bring legal action against other parties for any and all infringements of the trademarks, whether arising prior or subsequent to the Effective Date.

Further, ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with (i) the United States Patent and Trademark Office so as to establish the ASSIGNEE as the owner of record of the Marks and Registrations in the United States and (ii) the Trademark Offices in all foreign countries in which the Marks are registered or pending for registration so as to establish the ASSIGNEE as the owner of record of the Marks and Registrations in all such foreign countries.

ASSIGNOR further agrees to execute and have executed any and all instruments of assignment, powers of attorney or other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment for and at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to enable ASSIGNEE to file with the United States Patent and Trademark Office and all foreign Trademark Offices, and to enable the United States Patent and Trademark Office and all foreign trademark offices to duly record, this instrument of assignment so as to effectuate and record the assignment of the trademarks to ASSIGNEE.

ASSIGNOR hereby represents and warrants that, as of the Effective Date, (i) it was the sole owner of the trademarks, and the goodwill associated therewith; (ii) it was not then aware of any third party who had asserted a claim of ownership right, title and interest in the Registration, or any other rights or interests therein which were adverse to those of Assignor; and (iii) that it was not a party to any prior agreement nor had it made any informal commitment or reached any understanding with any other person or legal entity relating to the Registration, which was breached or otherwise violated by the assignment of the Registration, which this instrument formalizes. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth hereinabove.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by a duly authorized corporate officer as of the date indicated below.

RICH AND ME  
"ASSIGNOR"



Howard Klein, President

Dated 11/1, 2000

EXHIBIT A  
DOMESTIC TRADEMARKS

I. Registrations

<u>Trademark</u>	<u>Class</u>	<u>Reg. #</u>	<u>Registration Date</u>
A. ESTILO	25	1822043	5-16-2000
B. ECOLOGY CLUB	25	1774294	6-1-1993

II. Applications

<u>Trademark</u>	<u>Class</u>	<u>Serial #</u>	<u>Filing Date</u>
C. ESTILO	3	76029008	4-18-2000
D. ESTILO	14	760094127	7-20-2000
E. ESTILO	9	75689348	4-23-1999
F. ESTILO	26	76029569	4-18-2000
G. ESTILO	18	75689656	4-23-1999
H. NO BORDE	14	75910819	2-5-2000
I. NO BORDE	18	75910818	9-12-2000
J. NO BORDE	25	75910820	2-5-2000
J. NO BORDE	26	75910823	2-5-2000
H. NO BORDE	9	75910822	2-5-2000
J. SONANDO	3,9,14, 18, 25,26	76069041	6-28-2000

**EXHIBIT B**  
**INTERNATIONAL TRADEMARKS**

**I. International Applications**

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
A. ESTILO	Canada	3,9,14,18, 25,26	unknown	4-28-00
B. ESTILO	European Community	9,18,25	unknown	4-27-00

There are no international trademark filings for "No Borde" or "Ecology Club" as of the effective date of this assignment.