

12-22-2000



FORM PTO-1594

RECOF

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

MW 12.00

TI

101559876

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Company Bloch

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

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

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

Name: **Pointe Noir Pty. Ltd.**

Internal Address: n/a

Street Address: **5/6 McLachlan Avenue
Artarmon N.S.W. 2064
Australia**

3. Nature of conveyance:

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

Execution Date: November 3, 2000

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Australia
- Other

Domestic Representative Designation Required? Yes No
Additional name(s) and address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date is : n/a

C. Trademark Application No.(s)

B. Trademark Registration No(s):

1,908,605

Additional numbers attached? Yes No

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

Name: **Andrew D. Price**
Venable, Baetjer, Howard & Civiletti, LLP
1201 New York Avenue, N.W., Suite 1000
Washington, DC 20005-3917
Telephone: 202-962-4800
Facsimile: 202-962-8300

6. Total number of applications/registrations involved: **1**

7. Total Fee (37 CFR 3.41) **\$40.00**

- Enclosed
- Authorized to be charged to deposit account, including deficiencies

8. Deposit Account number: **22-0261**

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

DO NOT USE THIS SPACE

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.

Andrew D. Price
Name of person signing

AWD
Signature

December 5, 2000
Date

Total number of pages including cover sheet, attachments, and document: **11** (see * below)

Attorney Docket No.: **37287-164753 (gen.)** DOC#1/253961(03)

***Including duplicate copy of this page, assignment documents, and POA w/ Designation Domestic Rep.**

**TRADEMARK
REEL: 002198 FRAME: 0689**

**ASSIGNMENT OF TRADEMARK
AND REGISTRATION**

WHEREAS, Company Bloch (hereinafter "CB"), a Nevada corporation, located at 1170 Trademark Drive, Reno, Nevada 89511, has adopted and used in interstate commerce in United States the trademark set forth in Exhibit A attached hereto (hereinafter "the Mark"), and owns a registration in the U.S. Patent and Trademark Office for the Mark as identified in Exhibit A attached hereto (hereinafter "the Registration"), for use of the Mark on or in connection with the goods set forth in Exhibit A attached hereto (hereinafter "the Goods");

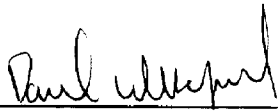
WHEREAS, Pointe Noir Pty. Ltd. (hereinafter "PN"), an Australian corporation, located at 5/6 McLachlan Avenue, Artarmon N.S.W. 2064, Australia, is desirous of acquiring the Mark, the Registration, and the goodwill of the business symbolized by the Mark (hereinafter "the Goodwill");

WHEREAS, Kip Lytle DBA LytleWare Enterprises (hereinafter "LW"), on October 15, 1998, assigned unto Bloch Retail, Inc. (hereinafter "BR") all of LW's right, title and interest in and to the Mark, together with the Goodwill and the Registration; and

WHEREAS, Bloch Retail, Inc. (hereinafter "BR"), on November 24, 1998, amended its articles of incorporation so as to change its name to CB;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CB does hereby assign unto PN, all of CB's right, title and interest in and to the Mark, together with the Goodwill, the Registration and the right to sue for past and future infringements.

COMPANY BLOCH

Signature:	<u></u>
Name:	<u>David Wilkenfeld</u>
Title:	<u>CEO</u>
Dated:	<u>November 3</u> , 2000

DC2DOCS1/246854(05)

**TRADEMARK
REEL: 002198 FRAME: 0690**

Exhibit A

The Mark

LYTLEWARE and Design (i.e., stylized dancer)

The Registration

Reg. No. 1,908,605, filing date June 17, 1994.

The Goods

“Knit dancewear and garments, namely shirts, tights, leotards, sweaters, leggings, bodysuits, skirts, and shorts,” in International Class 25.

DC2DOCS1/246854(06)

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is entered into as of October 15, 1998, by and between Kip J. Lytle and Belinda B. Ware Lytle d/b/a LytleWare Enterprises in the State of South Dakota ("Assignor"), and Block Retail, Inc., a Nevada corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of October 15, 1998 (the "Asset Purchase Agreement"), providing for, among other things, the sale by Assignor of the Assets to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademarks, the Business Names and the Goodwill which form part of the Assets.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Asset Purchase Agreement, the parties hereby agree as follows:

1. Definitions Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Asset Purchase Agreement.

"Trademarks" shall mean all trademarks, trademark applications, service marks, service mark applications, brand name, the Business Names, trade and other names (either registered, common law or registration applied for), any and all proprietary appearance of any product, packaging or outlet, logos, slogans and similar rights owned by Assignor that are part of the Assets, together with the goodwill pertaining thereto, whether within or outside the United States of America, including but not limited to those listed on Exhibit A hereto.

2. Assignment In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the Trademarks and their registration, together with the Business Names and the Goodwill.

3. Effect of Assignment Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

4. Execution in Counterparts. For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

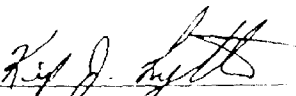
5. Amendment, Waiver. Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

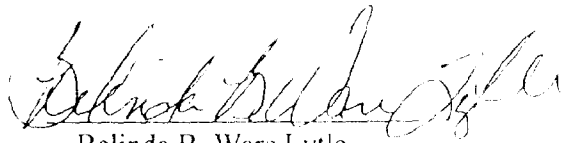
LYTLEWARE ENTERPRISES

BLOCH RETAIL, INC.



Kip J. Lytle

By: _____
Name:
Title:



Belinda B. Ware Lytle

4. Execution in Counterparts. For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. Amendment; Waiver. Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

LYTLEWARE ENTERPRISES

BLOCH RETAIL, INC.

Kip J. Lytle

By: David Wilkefeld
Name: David Wilkefeld
Title: CEO

Belinda B. Ware Lytle

EXHIBIT A

Business Names

LytleWare Enterprises
Lytle Ware Enterprises
Lytleware Enterprises

Registered Trademark

LYTLEWARE: Registration No. 1,908,605
Registered in the United States Patent and Trademark Office on August 1, 1995.

Coverage: Knit dancewear and garments, namely, shirts, tights, leotards,
sweaters, leggings, bodysuits, skirts and shorts.

Registered in

Name of: Kip Lytle d/b/a Lytleware Enterprises, 12553-A East Pacific Circle,
Aurora, CO 80014

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION
OF
BLOCH RETAIL, INC., A NEVADA CORPORATION

DEC 27 1998

C729298

The undersigned hereby certify that they are at all times mentioned, respectively, the President and Secretary of BLOCH RETAIL, INC., a Nevada corporation.

The undersigned further certify the following:

1. At a special director's meeting of the Corporation duly held on the 1st day of October, 1998, at 10:00 a.m., at the office of the Corporation located in Reno, Nevada, the following resolution was adopted:

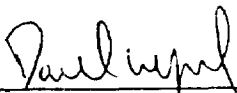
RESOLVED, that Article I of the Articles of Incorporation be amended to read as follows

ARTICLE I
Name

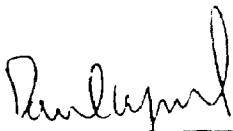
The name of the corporation is: **COMPANY BLOCH**

2. At a special shareholder's meeting duly held on the 1st day of October 1998 at 10:30 a.m. at the office of the Corporation, located in Reno, Nevada, the foregoing amendment to the Articles of Incorporation was approved by resolution of the shareholders identical in form to the director's resolution set forth above. The total number of shares of the corporation entitled to vote on the adoption of the foregoing amendment is 200,000 shares and was adopted by vote of 200,000 shares.

DATED this 24th day of November, 1998.



David Wilkenfeld
President



David Wilkenfeld
Secretary