

01-25-2001



101593541

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

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

1-16-01

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 attachedExecution Date  
Month Day YearName Formerly 

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

**Receiving Party**☐ Mark if additional names of receiving parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3) 

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 

FOR OFFICE USE ONLY

01/24/2001 JJALLAH2 00000020 2248326

01 FC:481

40.00 DP

02 FC:482

100.00 DP

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 0681-0027, 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. 20503

REEL: 002218 FRAME: 0954

**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

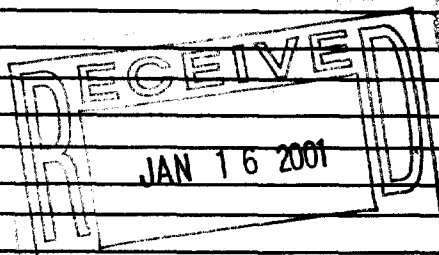
Name

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="75783606"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2,248,326"/> | <input type="text" value="2,125,847"/> | <input type="text"/> |
| <input type="text"/>                  | <input type="text"/> | <input type="text"/> | <input type="text" value="1,382,820"/> | <input type="text"/>                   | <input type="text"/> |
| <input type="text"/>                  | <input type="text"/> | <input type="text"/> | <input type="text" value="2,125,846"/> | <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.

Steven O. Potratz

Name of Person Signing

Signature

12/29/00

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

Execution Date  
Month Day Year

Name

Steven O. Potratz

12-29-00

Formerly

Steven Potratz, D/B/A The Parable



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship State of Incorporation/Organization

CA/USA

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



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.)



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

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)

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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

Execution Date  
Month Day Year

Name AGC, LLC

12-29-00

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☒ Other Limited Liability Company

☒ Citizenship State of Incorporation/Organization CA/USA

**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)**

☐ 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)

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## ASSIGNMENT

Whereas, Cindy Evans Voorhees, a resident of the State of California, of 5912 Edmonds Circle, Huntington Beach, California 92649, (the "Assignor") has adopted, used and is using the trademark **PARABLES JEWELRY & ACCESSORIES** which is registered in the United States Patent and Trademark Office, Registration No. 2,248,326, dated May 25, 1999, (the "Mark"), and

Whereas, The Parable Group, Inc., a California Corporation, of 3563 Empleo Street, San Luis Obispo, California 93401-7325 (the "Assignee") is desirous of acquiring the Mark and the registration thereof together with all other similar trademarks and service marks and all goodwill associated therewith;

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the above identified registration thereof.

2. Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to any other trademark or service mark which includes one or more words (i) contained within the Mark; or (ii) similar to those words contained within the Mark (without intending to limit the foregoing, examples of such trademarks and service marks are **PARABLES**, **PARABLES JEWELRY**, **PARABLE'S** and **PARABLE**) and any other trademark or service mark similar to the Mark, together with the goodwill of the business symbolized by any and all such marks.

3. Assignor hereby assigns to Assignee all of her right, title and interest in and to the artwork associated with the Mark on packaging, labels, cards and advertising. Assignor agrees that this Assignment shall also operate as an assignment and conveyance of title to Assignee as to any revisions to such artwork or to any new logos or designs Assignor may develop in the future with respect to the Mark, itself. Nothing contained in this Assignment, however, shall be construed as an assignment by the Assignor to Assignee of any of her rights, title or interest in and to the designs she has created for the jewelry products which have been sold in association with the Mark. All such jewelry designs, as well as any other jewelry design Assignor may create in the future, shall be and remain the sole and exclusive property of Assignor.

4. It is acknowledged that all assignments and conveyances made by Assignor pursuant to this Assignment are without restriction as to geographical territory and that such assignments convey all of the Assignor's rights in and to the Mark and such related marks throughout the entire world.

5. Assignor acknowledges that the monetary consideration for this Assignment has been paid in full by the Assignee, concurrent with the execution and delivery of this Assignment.

6. Assignor represents and warrants that Assignor has good and merchantable title in and to the Mark and that Assignor by these presents has conveyed good and merchantable title to the Mark and the registration thereof at the U.S. Patent and Trademark Office (Registration No. 2,428,326), free and clear of all liens, security interests, encumbrances and other claims. Assignor further represents and warrants that Assignor first used the Mark anywhere on September 15, 1998 and first used the Mark in interstate commerce on September 15, 1998. Assignor has used the Mark continuously in interstate commerce from and after September 15, 1998, through and including the date of this Assignment. The Mark has not been abandoned. Trademark Registration No. 2,248,326, is in good standing as of the date of this Assignment. Assignor has not licensed any third party to use the Mark.

7. Assignor retains unto herself the limited right to use the Mark for the sole purpose of disposing by sale or gift the remaining products she has on hand or within her control which bear the Mark, such right to exist for a time period not to exceed twelve (12) months from the date of this Assignment. The Assignor covenants that she will not permit any new or additional products to be manufactured, sold or distributed in connection with the Mark, nor will she license or permit any third parties to do so. Assignor acknowledges and agrees that except with regard to the limited right to sell existing product associated with the Mark, as set forth in this paragraph, Assignee has not licensed Assignor for any further or other use of the Mark.

8. The Parable Group, Inc., a California corporation, the Assignee in the forgoing Assignment, hereby enters this instrument for the sole purpose of releasing Assignor and any business or persons who have sold her products bearing the Mark from any trademark infringement claim Assignee may have had with respect to Assignor's or their previous use of the Mark as well as any limited future use which occurs within the parameters set forth in paragraph 7, above. Such release does not include any claim for reimbursement and indemnification relative to any product liability claims asserted against Assignee by third parties who have acquired products manufactured and sold, through or on behalf of Assignor.

IN WITNESS WHEREOF, the parties have executed, or through their duly authorized officers have caused to be executed, this Assignment.

Cindy Evans Voorhees  
CINDY EVANS VOORHEES

THE PARABLE GROUP, INC.

By: [Signature]  
(STEVEN O. POTRATZ) President

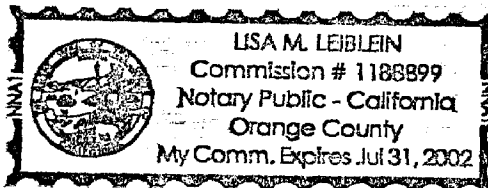
STATE OF CALIFORNIA

COUNTY OF San Orange

On this 20<sup>th</sup> day of November, 2000, before me appeared Cindy Evans Voorhees, the person who signed this instrument, who acknowledged that she signed it as a free act on her own behalf.

[Signature]  
(Notary Public)

My Commission Expires: 7/31/2002



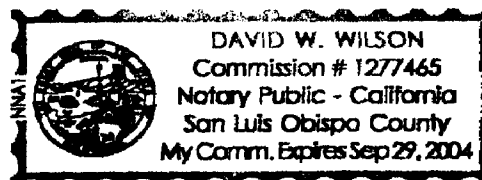
STATE OF CALIFORNIA

COUNTY OF San Luis Obispo

On this 3 day of November, 2000, before me appeared Steven O. Potratz, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified corporation with authority to do so.

David W. Wilson  
(Notary Public)

My Commission Expires: September 29, 2004



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## ASSIGNMENT

Whereas, Steven O. Potratz, a resident of the State of California, of 3563 Empleo Drive, San Luis Obispo, California 93401-7325, (the "Assignor") has adopted, used and is using the trademark **THE PARABLE**, as a word mark and as two separate design marks, which are registered in the United States Patent and Trademark Office, as Registration Nos. 1,382,820; 2,125,846; and 2,125,847 (the "Marks"), and

Whereas, The Parable Group, Inc., a California Corporation, of 3563 Empleo Street, San Luis Obispo, California 93401-7325 (the "Assignee") is desirous of acquiring the Marks and the registrations thereof together with all goodwill associated therewith;

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby agrees as follows:


1. Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and the above-identified registration thereof.
2. Assignor hereby assigns to Assignee all of his right, title and interest in and to the artwork associated with the Marks on packaging, labels, cards and advertising.
3. It is acknowledged that all assignments and conveyances made by Assignor pursuant to this Assignment are without restriction as to geographical territory and that such assignments convey all of the Assignor's rights in and to the Marks throughout the entire world.
4. Assignor acknowledges that the monetary consideration for this Assignment has been paid in full by the Assignee, concurrent with the execution and delivery of this Assignment.

IN WITNESS WHEREOF, the undersigned has executed this Assignment.

  
STEVEN O. POTRATZ

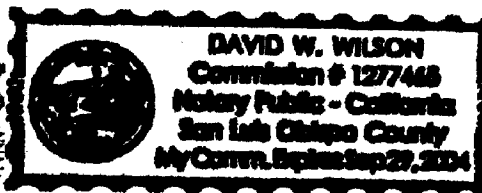
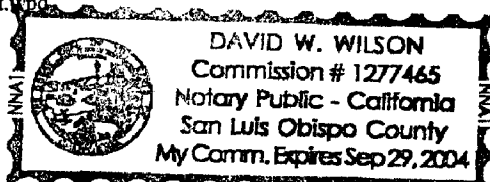
STATE OF CALIFORNIA  
COUNTY OF SAN LUIS OBISPO

On this 29<sup>th</sup> day of December, 2000, before me appeared Steven O. Potratz, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified corporation with authority to do so.

  
(Notary Public)

My Commission Expires: September 29, 2004

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D.W.W.

TRADEMARK  
REEL: 002218 FRAME: 0961



## ASSIGNMENT

Whereas, AGC, LLC, a California limited liability company, whose business address is 8181 Torrell Way, San Diego, CA. 92126, (the "Assignor") has adopted, used and is using the trademark **WEARABLE PARABLES** for which an application for registration has been filed in the United States Patent and Trademark Office, Serial No. 75/783,606, on August 24, 1999, (the "Mark"); and

Whereas, The Parable Group, Inc., a California Corporation, of 3563 Empleo Street, San Luis Obispo, California 93401-7325 (the "Assignee") is desirous of acquiring the Mark and the pending application for the registration thereof together with all other similar trademarks and service marks and all goodwill associated therewith;

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the above-identified pending application for registration thereof.

2. Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to any other trademark or service mark which includes one or more words (i) contained within the Mark; or (ii) similar to those words contained within the Mark (without intending to limit the foregoing, examples of such trademarks and service marks are **PARABLES**, **PARABLE'S** and **PARABLE**) and any other trademark or service mark similar to the Mark, together with the goodwill of the business symbolized by any and all such marks.

3. Assignor hereby assigns to Assignee all of its right, title and interest in and to the artwork associated with the Mark on packaging, labels, cards and advertising. Assignor agrees that this Assignment shall also operate as an assignment and conveyance of title to Assignee as to any revisions to such artwork or to any new logos or designs Assignor may develop in the future with respect to the Mark, itself.

4. It is acknowledged that all assignments and conveyances made by Assignor pursuant to this Assignment are without restriction as to geographical territory and that such assignments convey all of the Assignor's rights in and to the Mark and such related marks throughout the entire world.

5. Assignor acknowledges that the monetary consideration for this Assignment has been paid in full by the Assignee, concurrent with the execution and delivery of this Assignment. Assignor acknowledges that Assignee has made such consideration payable to Glenn and Diane Seaberg, at the direction of Assignor.

6. Assignor represents and warrants that Assignor by these presents has conveyed title to the Mark and the pending application for the registration thereof at the U.S. Patent and Trademark Office (Serial No. 75/783,606), free and clear of all liens, security interests, encumbrances and, to the best of its knowledge, other claims. Assignor further represents and warrants that Assignor first used the Mark anywhere at least as early as August 31, 1999 and first used the Mark in interstate

commerce on at least as early as August 31, 1999. Assignor has used the Mark continuously in interstate commerce from and after August 31, 1999, through and including the date of this Assignment. The Mark has not been abandoned. Trademark Serial No. 75/783,606, is in good standing as of the date of this Assignment. Assignor has not licensed any third party to use the Mark.

7. Assignor hereby grants unto Assignee the option to purchase all or any portion of the inventory which the Assignor has on hand, bearing the Mark. The purchase price of any such inventory shall not exceed the Assignor's acquisition cost. Assignor agrees to furnish Assignee with a list of such inventory items and Assignor's acquisition cost by product category (if reasonably feasible) within ten (10) days from the date of this Assignment. Assignor retains unto itself the limited right to use the Mark for the sole purpose of disposing by sale or by gift the remaining products it has on hand or within its control which bear the Mark, such right to exist for a time period not to exceed six (6) months from the date of this Assignment, subject to the option stated above. Such option period shall be for forty-five (45) days from the date of this Agreement. Assignor acknowledges and agrees that except with regard to the limited right to sell existing products associated with the Mark, as set forth in this paragraph, Assignee has not licensed Assignor for any further or other use of the Mark.

8. Assignor agrees to execute such documents as Assignee may reasonably request from time to time to further evidence and perfect the assignments and conveyances made and intended by this instrument.

IN WITNESS WHEREOF, the Assignor through its duly authorized officer has caused to be executed, this Assignment.

AGC, LLC

By *Diane Seaberg*  
(Diane Seaberg) Member and CEO

STATE OF CALIFORNIA  
COUNTY OF San Diego

On this 29 day of December, 2000, before me appeared Diane Seaberg, the person who signed this instrument as Member and CEO of AGC, LLC, and who acknowledged that she signed it as a free act in deed in such capacity on behalf of AGC, LLC.

*Melody A. Peterson*  
(Notary Public)

My Commission Expires: 3.29.03

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