

02-26-2001

D\$

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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

101620927

2.15 DI
O I P E
FEB 15 2001
PATENT AND TRADEMARK OFFICE

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
Effective Date
Month Day Year _____
- Change of Name
- Other

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

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 Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

02/23/2001 DB/AME 00000034 1894549

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002240 FRAME: 0637

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1894549"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1899617"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Craig Fisk, President

Name of Person Signing



Signature

02022001

Date Signed

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale"), dated as of February 5, 2001, is made by and between Gaia, Inc., an Oregon corporation ("Transferor") and Gaiam, Inc., a Colorado corporation ("Transferee").

WHEREAS, Transferor has adopted and used the following trademarks and the United States Patent and Trademark Office registration therefor (the "Trademarks") for the goods and services listed:

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION</u>	<u>REGIS. NO.</u>	<u>GOODS AND SERVICES</u>
"Gaia"	May 16, 1995	1894549	IC 009. US 038. G&S: computer software for pen-based computer systems for text processing, business presentations, personal business communications and personal productivity functions.
"Personal Media"	June 13, 1995	1899617	IC 009. US 038. G&S: computer software for pen-based computer systems for text processing, business presentations, personal business communications and personal productivity functions.

WHEREAS, Transferor wishes to sell to Transferee and Transferee wishes to purchase from Transferor the Trademarks and Transferor and the Transferee wish to confirm the assignment of the Trademarks and file the same with the United States Patent and Trademark Office and other appropriate governmental offices.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale and Purchase of Trademarks. Transferor hereby sells, assigns, transfers and sets over to Transferee, and Transferee hereby purchases from Transferor and acknowledges receipt of all right, title and interest in and to the Trademarks, including, without limitation, all goodwill of the business connected with the Trademarks, as well as all rights to damages or profits, due or accrued, arising out of past infringement of such Trademarks or injury to said goodwill and the right to sue and recover the same in Transferee's own name. Upon execution of this Bill of Sale by both parties, Transferor shall deliver to Transferee:

(a) executed Trademark Assignments, in the form attached hereto as Appendix A, assigning to Transferee Transferor's entire right, title, and interest in and to the Trademarks along with the goodwill of the business symbolized by the Trademarks, along with any application for or registration of the Trademarks;

(b) all documentation, as described in paragraph 4, not previously delivered to Transferee, provided such documentation is reasonably accessible to Transferor at such time; and

(c) Transferor's complete Application or Registration files, including at least one extra label, name plate, carton, brochure or other writing, or other specimen provided to the United States Patent Office or to any Secretary of State in support of registration of the Trademarks for each of the goods and services named in the Application.

2. Consideration. Upon execution of this Bill of Sale by both parties, Transferee shall deliver to Transferor the sum of Eight Thousand Dollars (\$8,000) in full payment and consideration for the Trademarks.

3. Representations and Warranties of Transferee. Transferor represents and warrants to Transferee that:

(a) Organization and Qualification. Transferor is an Oregon corporation, duly organized, validly existing, and in good standing under the laws of Oregon. Transferor is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required.

(b) Authorization of Transaction. Transferor has the corporate power and authority to execute and deliver this Bill of Sale and to perform its obligations hereunder and all corporate action necessary for such execution, delivery and performance has been taken. This Bill of Sale constitutes the valid and legally binding obligation of Transferor, enforceable in accordance with its terms and conditions.

(c) Noncontravention. Neither the execution and the delivery of this Bill of Sale, nor the consummation of the transactions contemplated hereby, will (a) violate any valid constitutional provision, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Transferor is subject or any provision of its charter or bylaws; or (b) conflict with, result in a material breach of, constitute a material default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material agreement, contract, lease, license, instrument, or other arrangement to which Transferor is a party or by which it is bound or to which any of its material assets is subject (or result in the imposition of any security interest upon any of its material assets). Other than filing an assignment with the United States Patent and Trademark Office, Transferor does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to assign the Trademarks.

(d) Ownership of Trademarks; Intellectual Property Representations.

(1) The Trademarks are owned by Transferor, free and clear of all liens, pledges, charges, claims, security interests of other encumbrances, whether consensual, statutory or otherwise. Transferor has good and marketable title to the Trademarks and has not licensed or transferred any rights to any of the Trademarks to any other party. There are no challenges to Transferor's ownership of the Trademarks or its right to assign the Trademarks and the

associated goodwill to Transferee. Transferor does not know of any valid grounds for any bona fide claims (i) to the effect that the use of any of the Trademarks as now used by Transferor infringes on any third-party's trademarks, trade names, trade secrets, copyrights, patents, know-how or other intellectual property right (ii) against the use by Transferor of any of the Trademarks in Transferor's business; (iii) challenging the ownership, validity or effectiveness of any part of the Trademarks, or (iv) challenging the right to use of the Trademarks by Transferor. Transferor does not know of any material unauthorized use, infringement or misappropriation of any of the Trademarks by any third party.

(2) The registered Trademarks held by Transferor are valid and subsisting. Transferor does not know of any prior use of the Trademarks or any third party claim of any prior use of the Trademarks or any confusingly similar mark on or in connection with the same or similar goods or services. Transferor has not abandoned use of the Trademarks, and, directly or through its predecessor in interest or licensee(s), Transferor has continuously used the Trademarks in interstate commerce since their adoption in connection with the goods and services listed above. Transferor owns registrations for the Trademarks on the Principal Register in the United States Patent and Trademark Office for the goods and/or services substantially as set forth above. Transferor has not registered and has no pending application for registration of the Trademarks in any other country or state.

4. Documentation. To the extent not already done, Transferor agrees to furnish to Transferee, promptly after the execution of this Bill of Sale, written documentation substantiating Transferor's above-mentioned warranties of use and ownership of the Trademarks. Such documentation shall include, without limitation thereto, materials showing Transferor's or its predecessor in interest's first use of the Trademarks on or in connection with the goods and services listed above; Transferor's or its predecessor in interest's first use of the Trademarks in interstate commerce; and Transferor's continuing use of the Trademarks up to and including the date of filing of the applications. Such materials shall include, for example: invoices to customers; labels, name plates, cartons and like materials bearing the Trademarks as used by Transferor in its sale of goods; advertising, business literature and other materials showing the sale and offering of services under the Trademarks; media articles available to Transferor and concerning Transferor, its predecessor in title and their respective goods and services marketed and sold under the Trademarks; and other written materials such as brochures, stationery, business cards and the like showing use of the Trademarks by Transferor and its predecessor in title.

5. Cooperation. Transferor agrees to cooperate with and assist Transferee in Transferee's obtaining, enforcing and defending its rights in the Trademarks pursuant to this Bill of Sale, including, without limitation, Transferee's protection of the application and any new or modified applications to register the Trademarks in the United States Patent and Trademark Office or in any state for goods and services the same as or similar to those listed above or those contained in the application.

6. End of Use. Transferor agrees that it will cease all use of the Trademarks upon execution of this Bill of Sale.


7. No Dilution. Transferor shall not adopt or use any mark, name or internet address which is the same or confusingly similar to the Trademarks, or which tends to dilute their distinctiveness.

8. Entire Agreement. This Bill of Sale represents the entire agreement of the parties, shall be governed by the laws of the state of Colorado, and shall be binding upon the parties, their successors and assigns.

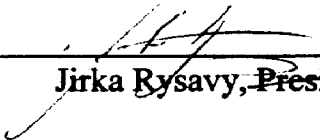
8. Entire Agreement. This Bill of Sale represents the entire agreement of the parties, shall be governed by the laws of the state of Colorado, and shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written.

GAIA, INC.

By: 
Craig Fisk, President

GAIAM, INC.

By: 
Jirka Rysavy, President

Appendix A

Trademark Assignment