

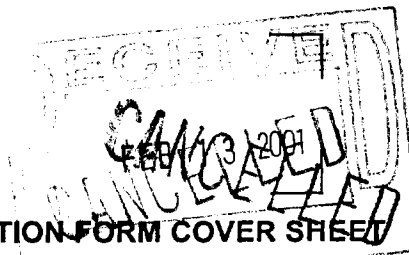
FORM
Expires 06/03
OMB 0651-0

02-27-2001



101621385

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



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2.12.01

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 # 002183 Frame # 0140
- Corrective Document
Reel # 002183 Frame # 0140

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other Corrected Assignment to Correct
- Effective Date
Month Day Year
05/07/99

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name Revatex, Inc. 5/07/99

Formerly _____ 75761370

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Revah Entertainment Co., Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 2430 Porter Street

Address (line 2) _____

Address (line 3) Los Angeles California 90021
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 Delaware

02/23/2001 DBYRNE 00000153 75761370 40.00 DP FOR OFFICE USE ONLY

01 FC:481

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: 002241 FRAME: 0144

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3) FEB 13 2001

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="75761370"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75380297"/>	<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"/>	<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.

David N. Makous

Name of Person Signing

Signature

February 12, 2001

Date Signed

11-30-2000



101533542

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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Conveyance Type

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- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other

Effective Date
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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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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 Assignment.)

11/30 2000 NTHA11 00000049 75560023
01 FD:481
02 FD:482

FOR OFFICE USE ONLY

40.00 OP
700.00 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.

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002241 FRAME: 0146

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.

David N. Makous

11/8/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

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)

75761374	75761373	75761372
75458062	75776072	75776071
75776070	75776069	75776068
75776067	75776066	75776065
75776064	75776063	75565132
75565133	75565134	75576410
75380297		

Purchase and License-Back Agreement

THIS AGREEMENT is made and effective as of the 7th day of May, 1999 by and between Revah Entertainment Co., Inc., a Delaware Corporation, having offices at 2430 Porter Street, Los Angeles, CA 90021 d/b/a JNCO Entertainment ("REVAH ENTERTAINMENT") and Revatex, Inc., d/b/a JNCO a California corporation having offices at 2430 Porter Street, Los Angeles, CA 90021 ("REVATEX").

Recitals

WHEREAS, REVATEX desires to sell the intellectual properties shown in Exhibit A as attached hereto (the "Intellectual Property"), and REVAH ENTERTAINMENT desires to purchase said Intellectual Property; and

WHEREAS, REVATEX desires to grant and REVAH ENTERTAINMENT desires to receive an assignment of the Intellectual Property and the goodwill of the business symbolized thereby in conjunction with the above sale; and

WHEREAS, REVATEX has used the Intellectual Property in connection with apparel, apparel accessories, shoes, stickers, posters, advertisements and comic books; and

WHEREAS, REVATEX wishes to continue using the Intellectual Property with respect to the business conducted by REVATEX as to apparel, apparel accessories, and shoes, (the "Products"), and REVAH ENTERTAINMENT is willing to permit use of the Intellectual Property by REVATEX for the Products on the terms and conditions hereinafter set forth:

Agreement

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter provided, and intending to be legally bound, the parties hereby agree as follows:

1. **Sale of Intellectual Property.** REVATEX hereby sells to REVAH ENTERTAINMENT and REVAH ENTERTAINMENT hereby purchases from REVATEX the Intellectual Property for Fifty Thousand Dollars (\$50,000.00).
2. **Assignment of Intellectual Property.**
 - (a) REVATEX will execute concurrent with this Agreement, an Assignment of Intellectual Property of the Intellectual Property to the favor of REVAH ENTERTAINMENT.
 - (b) REVATEX hereby assigns all right, title and interest in and to any new character-related intellectual property related to the Intellectual Property,

which REVATEX may develop or create, and such new character-related intellectual property shall be considered to be within the meaning of "Intellectual Property."

3. **Grant of License.**

- (a) Revah Entertainment hereby grants to REVATEX an exclusive, non-transferable, worldwide, royalty free license to use the Intellectual Property on and in connection with REVATEX's manufacture, marketing, selling and rendering of Products bearing the Intellectual Property, and any goods or services having a substantially similar performance, capability or result as the Products. However, the Parties agree to begin good faith negotiations on royalties and other provisions of this Agreement as may be appropriate, prior to any sale or transfer of all or a majority of shares of either Party.
- (b) All of the good will arising from the use by REVATEX of the Intellectual Property shall accrue to REVAH ENTERTAINMENT, and such good will is understood to be the consideration for the license.
- (c) REVATEX shall have no obligation to use any given item of the Intellectual Property. However, the license hereunder shall terminate, with respect to any licensed manner for more that 24 consecutive months.
- (d) It is anticipated by the Parties that REVAH ENTERTAINMENT may acquire right, title, and interest in and to other character-related intellectual properties, not contained in the definition of Intellectual Property as defined above (the "New Properties"). In the event that REVAH ENTERTAINMENT shall acquire or obtain licensing rights as to such New Properties, then REVAH ENTERTAINMENT shall grant solely to REVATEX, the first right of refusal regarding licenses for such New Properties in respect to the Products. Such offer shall be good for a period of no less than ten (10) days and made under similar terms as REVAH ENTERTAINMENT may negotiate with any other third party. If no such terms are negotiated, the first right of refusal shall be for the treatment of the New Property as Intellectual Property.

4. **Ownership.**

- (a) All rights in the Intellectual Property other than those specifically granted herein are reserved by REVAH ENTERTAINMENT for its use and benefit. REVATEX acknowledges that the Intellectual Property and all rights therein and all goodwill arising out of REVATEX's use of the Intellectual Property throughout the Territory shall inure to the benefit of REVAH ENTERTAINMENT and that goodwill is understood to be the consideration for the license. REVATEX is a "related company"¹ within the meaning of 15 U.S.C. § 1127 and REVATEX's use of the Intellectual.

¹ 15 USC §1127 : The term "related company" means any person whose use of a Intellectual Property is controlled by the owner of the Intellectual Property with respect to the nature and quality of the goods and services on or in connection with which the Intellectual Property is used.

- (b) Property pursuant to this Agreement inures to the benefit of REVAH ENTERTAINMENT, and nothing in this Agreement conveys to REVATEX any right, title or interest in or to the Intellectual Property other than the right to use the Intellectual Property in accordance with the provisions of this Agreement.
- (c) REVATEX agrees that it will not challenge or attack REVAH ENTERTAINMENT's rights to the Intellectual Property or the validity of this Agreement, will not take or fail to take any action which, by the taking or failure to take such action, has a result of impairing such rights of REVAH ENTERTAINMENT, will not use the Intellectual Property on goods or services other than Products and will not do anything else inconsistent with the rights of REVAH ENTERTAINMENT.

5. Quality Standards and Maintenance; Promotion.

- (a) REVATEX agrees that the nature and quality of all goods and services rendered by REVATEX in connection with the Intellectual Property shall conform to standards prescribed by REVATEX, and that REVATEX will not depart from such prescribed standards without REVAH ENTERTAINMENT's advance written permission.
- (b) REVATEX is herewith providing to REVAH ENTERTAINMENT specimens of REVATEX's use of the Intellectual Property, including without limitation thereto, descriptions of Products and Product quality control standards actually applied by REVATEX, and promotional and other business literature. REVAH ENTERTAINMENT hereby adopts REVATEX's Product quality control standards. REVATEX shall permit inspection by REVAH ENTERTAINMENT's at reasonable intervals during regular business hours, for the sole purpose of verifying REVATEX's quality control measure. REVATEX shall comply with all laws and regulations applicable to the sale, rendering or promotion of Product.

6. Responsibility, Relationship and Indemnity.

Each party understands and agrees that:

- (a) REVATEX is responsible for the supply of all goods and services to its customers and for development of all associated materials and information other than the quality standards prescribed by REVAH ENTERTAINMENT, and REVATEX shall have no power or right to make any commitment binding or obligating REVAH ENTERTAINMENT in any manner. Nothing herein shall be deemed to constitute a marketing plan with respect to the products.

REVATEX shall indemnify and hold REVAH ENTERTAINMENT harmless from and against all claims and liabilities arising from REVATEX's sale or

leasing of goods, its rendering of services, or other uses of the Intellectual Property.

7. Infringement.

REVATEX agrees to promptly notify REVAH ENTERTAINMENT of (a) any unauthorized use of the Intellectual Property by third parties, and (b) any infringement or similar third party claims based on REVATEX's use of the Intellectual Property, as soon as any such use or claim may come to REVATEX's attention. REVAH ENTERTAINMENT shall have the sole right and discretion to take action to obtain relief from such unauthorized use or claim, and, at the request and expense of REVAH ENTERTAINMENT, REVATEX agrees that it will cooperate with REVAH ENTERTAINMENT in any enforcement or defense action or effort which REVAH ENTERTAINMENT may take to protect or defend its rights in the Intellectual Property and/or REVATEX's right to use the Intellectual Property under this Agreement.

8. Terms, Rights and Obligations on Termination.

- (a) This Agreement shall be effective as of the date first above written and, unless sooner terminated or extended as hereinafter provided, shall be perpetual.
- (b) Either party may terminate this Agreement immediately due to material breach by the other party if the breaching party fails to cure the breach within 30 days after receiving written notice of such breach. Either party shall also have the right to immediately terminate this Agreement upon:
 - (1) A purchase of all or substantially all of the other party's assets or voting stock;
 - (2) A change of control of the other party as evidenced by a change of ownership or control of more than 50% of the voting rights;
 - (3) The filing of a petition or proceeding against the other party seeking bankruptcy, reorganization or arrangement with creditors and such petition is not dismissed within 60 days of the date upon which it was filed;
 - (4) An order for relief is entered against the other party in any case under the bankruptcy laws or the other party is adjudged bankrupt or insolvent (as those terms are defined in the Uniform Commercial Code);
 - (5) The other party makes a general assignment of its assets for the benefit of creditors;
 - (6) A regulatory agency assumes control of the other party;
 - (7) An action is instituted by or against the other party seeking its dissolution or liquidation of the other party's assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian

for the others party's property or business and such action is not dismissed within 60 days of the date upon which it was instituted; or
(8) A trustee, interim trustee, receiver or other custodian for the other party's property or business is appointed.

- (c) This Agreement will automatically terminate in the event REVATEX dissolves or ceases to do business for more than thirty consecutive days, unless otherwise agreed upon in writing signed by both parties.
- (d) Upon expiration or termination of this Agreement, all rights in and to the Intellectual Property and the goodwill associated therewith shall remain with REVAH ENTERTAINMENT, and REVATEX, its receivers, trustees, successors or assigns shall have no right to continue using the Intellectual Property and immediately shall discontinue all use of the Intellectual Property and any trade symbol or designation confusingly similar thereto.
- (e) It is understood and agreed by the parties that, subject to the terms and conditions in this Agreement, REVATEX may use the Intellectual Property on any Products marked, leased, sold or rendered by REVATEX, including products or materials used for advertisement or promotion of the Products, only during the term of this Agreement.

10. **Assignment; Sublicensing.**

Neither Party shall have the right to assign its rights or obligations under the Agreement to any individual or entity without the express written consent of the other Party. REVATEX shall not sublicense under this Agreement without the express written consent of REVAH ENTERTAINMENT, which consent shall not be unreasonably withheld.

11. **Interpretation of Agreement.**

This Agreement shall be interpreted in accordance with the laws of the state of California.

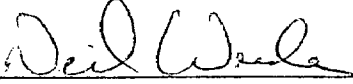
12. **Entire Agreement.**

This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this License may be altered only by a written instrument signed by both parties. The terms of this license shall be binding upon and shall inure to benefit of the parties and their successors, heirs, and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed in duplicate counterparts as of the day and year first written above.

REVAH ENTERTAINMENT CO., INC


REVATEX, INC.



By: NEIL WERDE

Its: Pres. d.t

Date:



By:

Its:

Date:

EXHIBIT 1

INTELLECTUAL PROPERTY

THE FOLLOWING ILLUSTRATED COMIC PROPERTIES, INCLUDING ALL RELATED TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS, COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS, ALL ARTWORK, DESIGNS, ILLUSTRATIONS, CHARACTERS, CHARACTER DESCRIPTIONS, BACK STORIES, STORY LINES, AND ANYTHING ELSE RELATED TO THE ILLUSTRATED COMIC PROPERTIES FOR WHICH TRADEMARK AND/OR COPYRIGHT REGISTRATION HAS NOT YET BEEN PURSUED, ARE DEEMED TO BE INCLUDED IN THE DEFINITION OF INTELLECTUAL PROPERTY.

1. Flamehead and Friends
2. The Goop, f.k.a. Space Alienz
3. Burner
4. Kung Pow
5. Faery Tails
6. The Monkey

FLAMEHEAD

Country	Class	File Date	Application/Serial Number	Publication Date	Registration Date	Registration Number	Req'd Use	Abandonment	Renewal Date
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Argentina (Wordmark)	16	2/25/98	2-133,349	5/20/98	3/24/99	1-127,683			
Argentina (Design)	16	2/25/98	2-133,350	5/20/98					

Notes: 2/3/98 - Req to file FLAMEHEAD wordmark and design mark and req for fee quotes to Marvel, O'Farrell and Malrai
 2/6/98 - Rsp - Multi-Class app not allowed - approx \$1,000 to file each app - have valid PoFA - need 6 cc's of design mark - req on claim of color in design mark
 2/12/98 - Req to file in Class 16 - req to include young boy character language in app - OK of \$ est to file app - req advice on filing design in color or b/w

Australia	9, 16, 25 & 28	8/26/98	771,353	2/11/99	8/26/98	771,353	Yes	3 years	8/26/08
Australia (Wordmark)	28								
Australia (Design)	9, 16, 25 & 28	8/26/98	771,354	2/11/99	8/26/98	771,354	Yes	3 years	8/26/08

Notes: 2/8/99 - Appl has been accepted by Registrar of Trade Marks.
 We should recv the Certificate of Registration within 6 to 9 mos. from now
 7/23/99 - rec'd Certificate of Registration for #771353
 7/29/99 - rec'd Certificate of Registration for #771354

Australia	41	10/23/98	776,469	2/25/99	10/23/98	776,469	Yes	3 years	10/23/08
Australia (Wordmark)									
Australia (Design)	41	10/23/98	776,467	2/25/99	10/23/98	776,467	Yes	3 years	10/23/08

Notes: 8/10/98 - Sent letter to Assoc requesting apps be filed and estimate for same
 8/20/98 - Cost Est received and instructions given to file w/ spec of goods and cc's of articles to show world famous mark status
 8/27/98 - Draft App received w/ questions concerning Class 9 spec of goods
 9/1/98 - Sent instruction to proceed w/ app unless atleast assoc suggestion for protection of website material
 9/10/98 - Req to Assoc to amend application to switch spec of goods from Class 9 to Class 41
 10/15/98 - Req that Assoc file new apps in Class 41, after being informed that a switch from Class 9 to Class 41 will not be allowed
 11/6/98 - Wordmark app is blocked by Kirchner app for FLAMEHEAD (we are opposing)/assoc req deferment until opp resolved - spec for Class 9 needs to be amended
 11/6/98 - Design mark app needs Class 9 specification of goods to be amended per the office actio - req'd suggestion for goods to cover video games
 12/10/98 - Suggested Spec of Class 9 "Games, comic books and cartoon images in electronic format" - Assoc informed this is OK & to submit same to PTO
 2/5/99 - assoc write that two applications will go to publication shortly
 3/8/1999 - Application accepted, should recv Certificate w/in 6 to 9 months
 7/23/99 - Rec'd Certificate of Registration for #776469
 7/29/99 - Rec'd Certificate of Registration for #776467

FLAMEHEAD

Country	Class	File Date	Application/Serial Number	Publication Date	Registration Date	Registration Number	Req'd Use	Abandonment	Renewal Date
Brazil (Wordmark)	16	3/18/98	820,620,939	5/26/98					
Brazil (Design)	16	3/18/98	820,620,904	5/26/98					

Notes: Passed to publication on 5/26/98 - Third parties have 60 days from date of publication to oppose

Canada (Wordmark)	9, 16, 25 & 41	3/30/98	873,679	3/17/99					
India (Design)	9, 16, 25 & 41	3/30/98	873,680	3/17/99					

Notes: 2/3/98 - Req to file FLAMEHEAD wordmark and design mark and req for fee quotes to Gowling, Strathy & Henderson

2/4/98 - Rsp - assume ITU app - No PoA needed - advise to submit design in b/w - \$880 est for both apps -
 2/6/98 - Req to file design app in b/w - \$880 est OK - req to include young boy character language in app - forwarded b/w design copies via UPS

European Community (CTM)	9, 16 & 25	2/4/98	738,484 (wordmark application)	4/19/99					
European Community (CTM)	9, 16 & 25	2/23/98	756,189 (designmark application)	not yet published					

Notes: 2/3/98 - Req to file FLAMEHEAD wordmark and design mark and req for fee quotes to Bureau Gevers, S.A.

2/5/98 - Rsp - Noted filing of wordmark app in Class 9, 16 & 25 - fee est of \$1,600 for each app -
 2/5/98 - Req - Noted that PoA not needed - req for advice on whether to submit design mark in color or b/w
 2/10/98 - Rsp - Gevers awaiting color copies (failed to address previous correspondence)
 2/10/98 - Reply - Again req advice on whether to submit app in color or b/w
 2/16/98 - Rsp - advise to submit in b/w - Rsp #2 req for advice on young boy character language and if sep app are req'd for diff poses
 12/1/98 - Assoc informs that an office action has been received and the Trademark Office has refused the "varied pose" language for the young boy character
 12/9/98 - Informed Assoc to withdraw the "varied pose" language for the character design
 3/9/99 - Searches rec'd

FLAMEHEAD

Country	Class	File Date	Application/Serial Number	Publication Date	Registration Date	Registration Number	Req'd Use	Abandonment	Renewal Date
Hong Kong (Wordmark & Design)	25	3/23/99	03513/1999						
Notes: 2/3/98 - Req to file FLAMEHEAD wordmark and design to Wempling & Co.									
Japan (Wordmark)	16	2/17/98	012921/1998						
Japan (Design)	16	2/17/98	012920/1998						

Japan (Wordmark & Design)	25, 28, & 41								
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Notes: 2/3/98 - Req to file FLAMEHEAD wordmark and design and req for fee quotes to Fukami Patent Office
 2/5/98 - Rsp - Req to execute two PoFAs - Req for 10 color cts of design mark - est of 214,000 Yen for both apps -
 2/6/98 - Req as to whether PoFAs need to be notarized - req to include young boy character language - 214,000 Yen OK -
 2/10/98 - Rsp - PoFA need not be not'd - character language not acceptable - must submit sep apps for each pose - 1 pose will protect against 3P use in other poses
 2/10/98 - Frwd'd 10 color copies, executed PoFAs and informed that submission w/o character language OK as long as protected against 3P use in other positions
 3/15/99 - Req to file FLAMEHEAD wordmark and design (classes 25, 28, 41) and req for fee quotes to Fukami Patent Office
 6/1/99-Assoc. amended appl. For class 16 to say "Cartoon strips, comic book, trading cards, & other printed material."

Korea (Wordmark)	16	4/27/98	199811098		2/26/99	442809	Yes	3 years	2/26/09
Korea (Design)	16	4/27/98	199811099		2/26/99	442808	Yes	3 years	2/26/09
Korea (Wordmark & Design)	25 & 41		991560						

Notes: 2/3/98 - Req to file FLAMEHEAD wordmark and design and req for fee quotes to Kim & Chang
 10/31/98 - Both Wordmark and Design accepted for publication
 3/19/99 - Req to file FLAMEHEAD wordmark and design (Classes 25, 28, 41) and req for fee quotes to Central International Law Firm
 4/2/99 - Assoc requested POA (appl# 99-650) by July 16, 1999

FLAMEHEAD

Country Class File Date Application/Serial Number Publication Date Registration Date Registration Number Req'd Use Abandonment Renewal Date

Mexico (Wordmark)	16	3/27/98	327,549		5/14/98	576337	Yes	3 years	3/27/08
Mexico (Design)	16	3/27/98	327,548		6/30/98	580,747	Yes	3 years	3/27/08

Notes: Use of the mark must commence w/in 3 years of registration and cannot be interrupted for three consecutive years

Proof of Use is not required, but is suggested via a writ declaration of use stating that the use has either commenced or is uninterrupted for three years

USA (Wordmark)	16	2/24/98	57,463	3/25/98	5/15/98	45,851	No	3 years	5/15/08
USA (Design)	16	3/25/98	57,464	4/20/98	6/16/98	46,599	No	3 years	

Notes: 2/3/98 - Req to file FLAMEHEAD wordmark and design mark and req for fee quotes to Barreda Moller Abogados.

2/4/98 - Rsp - Multi-Class app not allowed - est. \$760.00 cost for each app, plus 18% sales tax - have valid Po/A - req for 20 color cc's of design mark for submission

2/6/98 - Req to file apps in Class 16 - req to include young boy character language - est of \$760.00 OK - frwd'd 20 color copies -

3/26/98 - Design mark app amended to remove any reference to varied poses of character - app will move forward for opposition

USA (Wordmark)	9, 8, 25	7/17/97	75/326,102	11/10/98	2/2/99	2,221,316			
USA (Wordmark)	16	10/6/98	75/565,023	6/29/99					
USA (Wordmark)	28	9/17/98	75/564,024	6/29/99					

Notes: Class 9 First Use - 6/10/97 - file needs invoices reflecting date

Class 25 First Use - 6/30/97 - file needs invoices reflecting date

Class 16 - First Use in Commerce - September 17, 1998 - Need specimens and physical invoice for file

7/2/98 - Sent spec of goods to AW of PSP to respond to PTO Office Action by 8/98

7/16/98 - Office Action - specification of goods est. - 9 (comic books and cartoon images downloadable from a wide area or global computer network),

16 (printed matter, namely, cartoon strips and comic books) & 25 (T-Shirts & hat)

10/16/98 - Revocation of Power of Attorney w/ PTO and Notification of Corporate Address Change forwarded

3/8/99 - Rec'd Certificate of Registration of Reg. No. 2,221,316

6/4/99 - Filed Intent to Use Application, Class 28

Awaiting Examination

7/2/98 - Sent spec of goods to AW of PSP to respond to PTO Office Action by 8/98

7/16/98 - Office Action - specification of goods est. - 9 (comic books and cartoon images downloadable from a wide area or global computer network),

16 (printed matter, namely, cartoon strips and comic books) & 25 (Shirts, T-Shirts, pants, jeans, shorts, hats & shoes)

10/16/98 Revocation of Power of Attorney w/ PTO and Notification of Corporate Address Change forwarded

12/8/98 - Publish Date

3/31/99 - rec'd Notice of Allowance

File Statement of Use by 9/2/99

USA (Design)	9, 16, & 25	6/23/97	75/313,537	12/8/98					
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FLAMEHEAD

Country	Class	File Date	Application/Serial Number	Publication Date	Registration Date	Registration Number	Req'd Use	Abandonment	Renewal Date
USA (Revan Entertainment Co., Inc.)	9 (ITU)		75/761374						
Notes: 7/26/99 - sent appl. to USPTO									
USA (Revan Entertainment Co., Inc.)	12 (ITU)		75/761370						
Notes: 7/26/99 - sent appl. to USPTO									
USA (Revan Entertainment Co., Inc.)	14 (ITU)		75/761369						
Notes: 7/26/99 - sent appl. to USPTO									
USA (Revan Entertainment Co., Inc.)	16 (ITU)		75/761368						
Notes: 7/26/99 - sent appl. to USPTO									
USA (Revan Entertainment Co., Inc.)	18 (ITU)		75/761367						
Notes: 7/26/99 - sent appl. to USPTO									
USA (Revan Entertainment Co., Inc.)	24 (ITU)		75/761366						
Notes: 7/26/99 - sent appl. to USPTO									
USA (Revan Entertainment Co., Inc.)	28 (ITU)		75/761365						
Notes: 7/26/99 - sent appl. to USPTO									
USA (Revan Entertainment Co., Inc.)	30 (ITU)		75/761374						
Notes: 7/26/99 - sent appl. to USPTO									

FLAMEHEAD

Country	Class	File Date	Application/Serial Number	Publication Date	Registration Date	Registration Number	Req'd Use	Abandonment	Renewal Date
USA (Revalh Entertainment Co., Inc.)	41 (ITU)		75/761373						
Notes: 7/26/99 - sent appl. to USPTO									
USA (Revalh Entertainment Co., Inc.)	41 (based on use)		75/761372						
Notes: 7/26/99 - sent appl. to USPTO									

TRADEMARK AUDIT

FAERY TAILS

Country	Class	File Date	Application Number	Publication Date	Registration Date	Registration Number	Req'd Use	Abandonment Date	Renewal Date
USA (ITU)	25	3/27/98	75/458,062	6/15/99					

Notes: 2/9/99 - Final Review Prior to Publication completed - App will be published
 6/21/99 - Once NOA issued then (1) file request to divide w/ S/U and (2) request for extension on time to use

USA (Revah Entertainment Co., Inc.)	3 (ITU)		75/776072						
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Notes: 8/12/99 - sent application to USPTO

USA (Revah Entertainment Co., Inc.)	9 (ITU)		75/776074						
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Notes: 8/12/99 - sent application to USPTO

USA (Revah Entertainment Co., Inc.)	14 (ITU)		75/776070						
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Notes: 8/12/99 - sent application to USPTO

USA (Revah Entertainment Co., Inc.)	16 (ITU)		75/776069						
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Notes: 8/12/99 - sent application to USPTO

USA (Revah Entertainment Co., Inc.)	18 (ITU)		75/776068						
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Notes: 8/12/99 - sent application to USPTO

TRADEMARK AUDIT

FAERY TAILS

Country	Class	File Date	Application Number	Publication Date	Registration Date	Registration Number	Req'd Use	Abandonment Date	Renewal Date
USA (Revah Entertainment Co., Inc.)	21 (ITU)		75/776067						
Notes: 8/12/99 - sent application to USPTO									
USA (Revah Entertainment Co., Inc.)	24 (ITU)		75/776066						
Notes: 8/12/99 - sent application to USPTO									
USA (Revah Entertainment Co., Inc.)	28 (ITU)		75/776065						
Notes: 8/12/99 - sent application to USPTO									
USA (Revah Entertainment Co., Inc.)	30 (ITU)		75/776064						
Notes: 8/12/99 - sent application to USPTO									
USA (Revah Entertainment Co., Inc.)	41 (ITU)		75/776063						
Notes: 8/12/99 - sent application to USPTO									

MISC. PENDING MARKS - USA

File Date	Application/Serial Number	Publication Date	Registration Date	Registration Number	Req'd Use	TM Class	Abandonment	Renewal Date
Notes: 3/31/99 - rec'd Notice of Allowance File Statement of Use by 9/2/99								
BETTY (ITU)	6/23/97	75/313,664	12/15/98			9, 16 & 25		
Notes: 3/31/99 - rec'd Notice of Allowance File Statement of Use by 9/2/99								
BURNER (ITU)	10/6/98	75/565/132				25		
Notes:								
BURNER (ITU)	10/6/98	75/565,133	6/22/99			28		
Notes: rec'd ltr from PTO - class 28 is toys and Trading cards has been deleted from identification of goods								
BURNER (ITU)	10/6/98	75/565,134	5/25/99			16		
Notes:								
BURNER (Wordmark)	10/21/98	75/576,410				41		
Notes: 2 applications filed? PTO rec'd one based on use - will have to double check w/ PTO 6/24/99 - sent specimens to PTO								
COSMIC GOO	8/4/99	75/782,796				41		
Notes: FILED BY REVAH ENTERTAINMENT CO., INC. 8/6/99 - sent ITU to UPTO								
THE GOOP	7/22/98	75/523,345				16, 25, 28		
Notes: OA rec'd deadline to respond 6/20/99 → 6/14/99 - Abandon The Goop per Neil Werde b/c ® by Toymaster & "Goopmeister" cartoon character on T.V. now.								
KUNG POW						25		
Notes: 6/4/99 - Filed Application for Registration								
KUNG POW						9, 16, 28, 41		
Notes: 6/4/99 - Filed Intent to Use Application								
MAGS (ITU)	6/23/97	75/313,666	12/8/98			9, 16, 25		
Notes: 3/31/99 - rec'd Notice of Allowance File Statement of Use by 9/2/99								
NORMAN (ITU)	6/23/97	75/313,536	12/8/98			9, 16, 25		
Notes: 3/31/99 - rec'd Notice of Allowance File Statement of Use by 9/2/99								

MISC. PENDING MARKS - USA

WOODY (ITU)	6/23/97	75/313,665	12/8/98																	

Notes: 3/31/99 - rec'd Notice of Allowance
 File Statement of Use by 9/2/99

MONKEY (design)

Country File Date Application/Serial Number Publication Date Registration Date Registration Number Req'd Use Class Abandonment Renewal Date

Argentina	4/23/98	2146549	7/1/98				16		
	4/23/98	2146550	7/1/98				25		

Notes: 4/17/98 - Forwarded Itr to associate req filing of mark based on US priority date of 10/27/97
Opposition Deadline is 7/30/98

Brazil	4/27/98	820705020	6/23/98				16 (economic goods for trading cells)		
c/a	4/27/98	820705012	6/23/98				25 (25108)		

Notes: 4/17/98 - Forwarded Itr to associate req filing of mark based on US priority date of 10/27/97
7/7/98 - Daniel & Cia filed US Applications for priority on 6/30/98

Canada	4/20/98	875619	3/24/99				9, 16, 25, 8		
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Notes: 4/17/98 - Forwarded Itr to associate req filing of mark based on US priority date of 10/27/97
7/21/98 - Assoc advised of pub date and that if no opp is received w/in 60 days, the mark moves on to registration

European Community (CTM)	4/20/98	802702	4/19/99				9, 16, 8, 25		
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Notes: 4/17/98 - Forwarded Itr to associate req filing of mark based on US priority date of 10/27/97
3/9/99 - Searches rec'd

Japan	4/20/98	0338081998					16 & 25		
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Notes: 4/17/98 - Forwarded Itr to associate req filing of mark based on US priority date of 10/27/97
5/4/99 - Amended "t-shirts, jeans, shorts, sweatpants, sweatshirts, pants, caps, jackets and shoes. Asked to delete "other similar materials

Korea	4/27/98	40-1998-11097	3/20/99	5/27/99	40-448505	Yes	16 & 25	3 Years	5/27/09
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Notes: 4/17/98 - Forwarded Itr to associate req filing of mark based on US priority date of 10/27/97
8/8/98 - Assoc informs that Priority Docs filed on 7/3/98
2/9/99 - accepted for publication

Mexico	4/27/98	330632		8/25/98	585208	Yes	16	3 Years	4/27/08
	4/27/98	330634		7/31/98	583388	Yes	25	3 Years	4/27/08

Notes: Proof of Use for Class 25 products to be filed by 7/31/2001 * not required, but recommended
Proof of Use for Class 16 products to be filed by 8/25/2001 * not required, but recommended
Mark Registered

MONKEY (design)

Country File Date Application/Serial Number Publication Date Registration Date Registration Number Req'd Use Class Abandonment Renewal Date

Notes: 4/17/98 - Forwarded for to associate req filing of mark based on US priority date of 10/27/97

Mark Registered

Country	File Date	Application/Serial Number	Publication Date	Registration Date	Registration Number	Req'd Use	Class	Abandonment	Renewal Date
Peru	4/24/98	61,108	6/5/98	7/22/98	47,495		16	3 years	7/1/08
	4/23/98	61,038	6/2/98	7/17/98	47,406		25	3 years	7/17/08
USA	10/27/97	75,380,297	12/8/98				9, 16 & 25		

Notes: Date of 1st Use 5/27/97
File Statement of Use by 9/2/99



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JANUARY 31, 2001

PTAS

LEWIS, D'AMATO, BRISBOIS & BISGAARD LLP
DAVID N. MAKOUS
221 NORTH FIGUEROA STREET
SUITE 1200
LOS ANGELES, CA 90012



101533542A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/13/2000

REEL/FRAME: 002183/0140
NUMBER OF PAGES: 22

BRIEF: PURCHASE AND LICENSE-BACK AGREEMENT

ASSIGNOR:
REVATEX, INC.

DOC DATE: 05/07/1999
CITIZENSHIP: CALIFORNIA
ENTITY: CORPORATION

ASSIGNEE:
REVAH ENTERTAINMENT CO., INC.
2430 PORTER STREET
LOS ANGELES, CALIFORNIA 90021

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

APPLICATION NUMBER: 75565023
REGISTRATION NUMBER: 2279482

FILING DATE: 10/06/1998
ISSUE DATE: 09/21/1999

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TRADEMARK
REEL: 002241 FRAME: 0168

APPLICATION NUMBER: 75776066
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75776063
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75565134
REGISTRATION NUMBER:

FILING DATE: 10/06/1998
ISSUE DATE:

MARK: BURNER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75761372
REGISTRATION NUMBER: 2422927

FILING DATE: 07/26/1999
ISSUE DATE: 01/23/2001

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75776071
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75776068
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75776065
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75565132
REGISTRATION NUMBER:

FILING DATE: 10/06/1998
ISSUE DATE:

MARK: BURNER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75576410
REGISTRATION NUMBER:

FILING DATE: 06/23/1999
ISSUE DATE:

MARK: BURNER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JANUARY 31, 2001

PTAS

LEWIS, D'AMATO, BRISBOIS & BISGAARD LLP
DAVID N. MAKOUS
221 NORTH FIGUEROA STREET
SUITE 1200
LOS ANGELES, CA 90012



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RECORDATION DATE: 11/13/2000

REEL/FRAME: 002183/0140
NUMBER OF PAGES: 22

BRIEF: PURCHASE AND LICENSE-BACK AGREEMENT

ASSIGNOR:
REVATEX, INC.

DOC DATE: 05/07/1999
CITIZENSHIP: CALIFORNIA
ENTITY: CORPORATION

ASSIGNEE:
REVAH ENTERTAINMENT CO., INC.
2430 PORTER STREET
LOS ANGELES, CALIFORNIA 90021

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

APPLICATION NUMBER: 75565023
REGISTRATION NUMBER: 2279482

FILING DATE: 10/06/1998
ISSUE DATE: 09/21/1999

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TRADEMARK
REEL: 002241 FRAME: 0170

APPLICATION NUMBER: 75751370
REGISTRATION NUMBER: 2413754

FILING DATE: 06/29/1999
ISSUE DATE: 12/19/2000

MARK: METACOM MUSIC
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75761367
REGISTRATION NUMBER:

FILING DATE: 07/26/1999
ISSUE DATE:

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75313537
REGISTRATION NUMBER:

FILING DATE: 06/23/1997
ISSUE DATE:

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75761369
REGISTRATION NUMBER:

FILING DATE: 07/26/1999
ISSUE DATE:

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75761366
REGISTRATION NUMBER:

FILING DATE: 07/26/1999
ISSUE DATE:

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75761371
REGISTRATION NUMBER:

FILING DATE: 07/26/1999
ISSUE DATE:

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75761368
REGISTRATION NUMBER:

FILING DATE: 07/26/1999
ISSUE DATE:

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75761365
REGISTRATION NUMBER:

FILING DATE: 07/26/1999
ISSUE DATE:

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75761374
REGISTRATION NUMBER:

FILING DATE: 07/26/1999
ISSUE DATE:

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75458062
REGISTRATION NUMBER:

FILING DATE: 03/27/1998
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75776070
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75776067
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75776064
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75565133
REGISTRATION NUMBER:

FILING DATE: 10/06/1998
ISSUE DATE:

MARK: BURNER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75880297
REGISTRATION NUMBER:

FILING DATE: 01/05/2000
ISSUE DATE:

MARK: YNC YS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75761373
REGISTRATION NUMBER:

FILING DATE: 07/26/1999
ISSUE DATE:

MARK: FLAMEHEAD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75776072
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75776069
REGISTRATION NUMBER:

FILING DATE: 08/13/1999
ISSUE DATE:

MARK: FAERY TAILS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75326102
REGISTRATION NUMBER: 2221316

FILING DATE: 07/17/1997
ISSUE DATE: 02/02/1999

MARK: FLAMEHEAD

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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LOS ANGELES: (213) 250-7900
SAN DIEGO: (619) 233-8827
COSTA MESA: (714) 850-1030
SAN FRANCISCO: (415) 434-0882
SAN BERNARDINO: (909) 387-1138
SACRAMENTO: (916) 564-5444

OUR FILE NO.

25016-2

February 9, 2001

VIA U.S. EXPRESS MAIL

U.S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis HWY, Ste. 320
Washington, D.C. 20231

Re: Correction of Notice of Recordation of Assignment Document
Brief: Purchase and License-Back Agreement
Reel/Frame: 002183/0140

Dear Sir or Madam:

Enclosed herewith find a Recordation Form Cover Sheet for Correction of Purchase and License-Back Agreement dated May 7, 1999, which was recorded on November 13, 2000.

There are two typographical errors in the Notice of Recordation received. One error was made by the PTO and the other by us. The corrections are as follows:

1. Instead of 75/751370 it should be 75/761370, our error, therefore we have enclosed a check in the amount of \$40.00; and
2. Instead of 75/880297 it should be 75/380297, PTO error.

Please proceed to make these corrections. Also, please date stamp the postcard enclosed and return it to our office upon receipt of this correspondence.

LA2001:16712.1

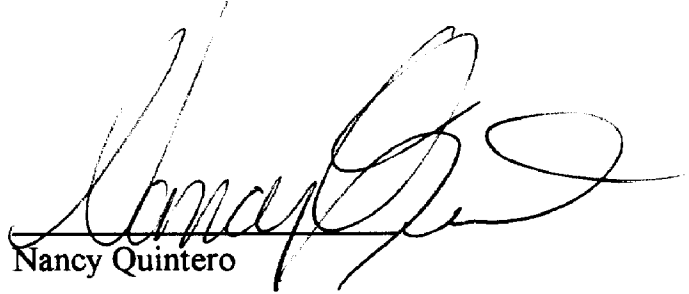
TRADEMARK
REEL: 002241 FRAME: 0174

CERTIFICATE OF MAILING

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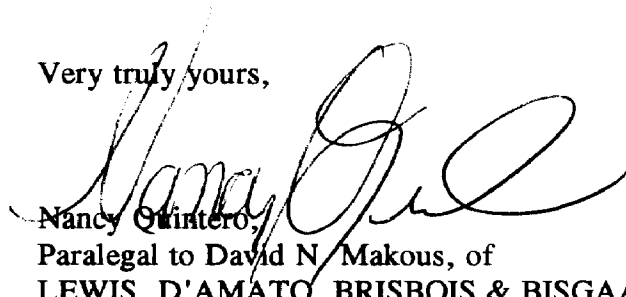


Nancy Quintero

EG153634935US

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nancy Quintero". The signature is fluid and cursive, with a large initial "N" and "Q".

Nancy Quintero,
Paralegal to David N. Makous, of
LEWIS, D'AMATO, BRISBOIS & BISGAARD LLP

Enclosures