

03-14-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3/14/01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

Conveyance Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
02 19 2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name **Bigfoot International, Inc.**

02 19 2001

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization **Delaware**

RECEIVED
2001 MAR 14 PM 12:19
ASSIGNMENT DIVISION

Receiving Party

Mark if additional names of receiving parties attached

Name **Bigfoot.com, Inc.**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **1841 Broadway**

Address (line 2) **Suite 609**

Address (line 3) **New York** **NY** **10023**
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization **Delaware**

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.)

14/2001 0651-0027 00000076 2332870
FD-401 40.00 EP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 17th day of February, 2001 by and between Bigfoot International, Inc., a Delaware corporation, having a principal business address at 521 Fifth Avenue, New York, NY 10017 (hereinafter "Assignor"), and Bigfoot.com, Inc., a Delaware corporation, having a principal business address at 1841 Broadway – Suite 609, New York, NY 10023 (hereinafter "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Solid Foot Design, depicted on the attached Schedule A ("the Mark"), and the registration therefor, Reg. No. 2,332,270, together with the goodwill developed through use of the Mark; and

WHEREAS, Assignee is desirous of acquiring all rights to the Mark, and the United States federal trademark registration therefor;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee:

(a) all right, title and interest in and to the Mark and the goodwill appurtenant thereto, and

(b) the right to bring suit and recover for damages and profits for past infringements thereof.

2. Further Assurances.

(a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of the Mark.

(b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which Assignor has trademark registrations, to issue and to record the title of Assignee as owner of all right, title and interest in and to the Mark, together with the goodwill developed through use of the Mark.

3. Amendment. No modification or amendment of any provision of this Assignment shall be valid unless in writing and executed by all parties to this Agreement.

4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which shall constitute one and the same agreement.

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MARRIOTT MONTEREY

PAGE 02

5. Successors and Assigns: This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. The parties acknowledge, however, that the Mark is subject to the terms of the Coexistence Agreement entered into among the parties and Bigfoot Interactive, Inc. on February 19, 2001.

7. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts executed and performed entirely within the State of New York, without giving effect to any choice of law or conflict of law (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date hereof.

BIGFOOT INTERNATIONAL, INC.

By: _____

James Hoffman

Title: _____

President
JFH

BIGFOOT.COM, INC.

By: _____

Lenny Barshack
Chairman

FROM : Barsback

FAX NO. : 2817261111

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2 of 3

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date hereof.

BIGFOOT INTERNATIONAL, INC.


By: _____
James Hoffman

Title: _____

BIGFOOT.COM, INC.

By: Lenny Barsback
Lenny Barsback
Chairman

SCHEDULE A

Mark	Reg. No.	Reg. Date
	2,332,270	March 21, 2000