

05-23-2001

2 SHEET

Docket No.:

ONLY



101726057

Tab settings

To the Honorable Commissioner

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Spot International, Inc.

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

5-15-01

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

Execution Date: April 16, 2001

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

Name: Mary Boncutter and Ivan Spiers

Internal Address:

Street Address: 17352 Von Karman

City: Irvine State: CA ZIP: 92614

Individual(s) citizenship: United States

Association

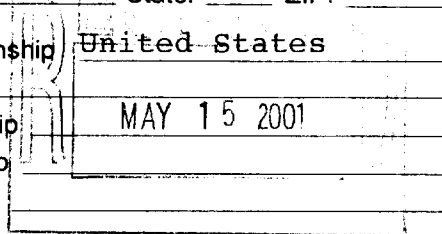
General Partnership

Limited Partnership

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from  
Additional name(s) & address(es)  Yes  No



4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/784498 75/048275  
75/048466 75/308197  
75/048537 74/596151

Additional numbers

B. Trademark Registration No.(s)

1805357  
2256563  
2216152

Yes  No

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

Name: Christa Perez, Esquire

Internal Address:

Buchalter, Nemer, Fields & Younger

Street Address: 601 S. Figueroa St., #2400

Los Angeles, CA 90017

City: State: ZIP:

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500977

05/23/2001 GTDN:1 00000025 500977 75784498

DO NOT USE THIS SPACE

01 FD:461 40.00 CH  
02 FD:482 200.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christa Perez

Name of Person Signing

Christa Perez

Signature

5/10/01

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002301 FRAME: 0371

## EXHIBIT B

### ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is executed this 16 day of April, 2001, by and between Spot, Inc., a California corporation (the "Corporation"), ("Assignor") and Ivan Spiers and Mary Boncutter ("Assignee").

This Assignment is executed and delivered pursuant to the terms and conditions of an Intellectual Property Purchase Agreement dated as of April 16, 2001 by and between Assignor and Assignee (the "Agreement"). The Agreement contemplates that Assignor shall assign to assignee all of Assignor's right, title and interest in and to the Intellectual Property described therein. The definitions of terms contained in the Agreement are incorporated herein by this reference.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. Assignor hereby assigns, conveys, transfers and sets over to Assignee, any and all of Assignor's right, title and interest in and to the following intellectual property rights and assets (the "Intellectual Property"):

(a) All right, title and interest heretofore held by Sellers in and to the copyright, trade names, all trademarks, service marks and the goodwill ascribed associated therewith as described on Exhibit "A."

2. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

3. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of California.

This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

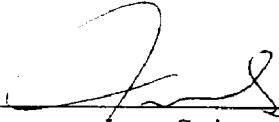
ASSIGNOR:

SPOT INTERNATIONAL INC.,  
a California Corporation

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Secretary

ASSIGNEE:

  
\_\_\_\_\_  
Ivan Spiers

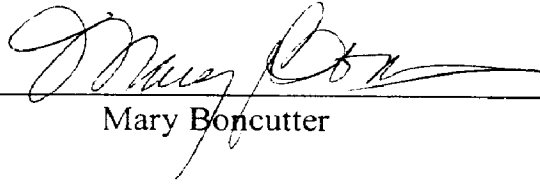
  
\_\_\_\_\_  
Mary Boncutter

Exhibit "A"INTELLECTUAL PROPERTY

## 1. Trademarks

File No. (TIFID)	Country	Mark	Class	Status	Filing Registration Number	Filing Registration Date
63416	Benelux	26 REDTRED	25	Registered	625594	02/19/98
58284	Brazil	26 RED	25	Registered	819131490	08/02/00
63756	Brazil	26 REDTRED	25	Registered	819834343	08/24/99
61803	Brunei Darussalam	26 RED (Stylized)	25	Registered	23498	07/21/97
46408	Canada	26 RED	25	Registered	468071	12/30/96
61466	Canada	26 REDTRED	25	Registered	504208	11/17/98
58283	China	26 RED	25	Registered	1432213	08/13/00
47562	France	26 RED	25	Registered	93451719	01/21/93
63509	France	26 REDTRED	25	Registered	97667122	03/05/97
47509	Germany	26 RED	25	Registered	2101133	09/18/96
58326	Germany	26 RED Logo	25	Registered	2081145	10/18/94
61475	Germany	26 REDTRED	25	Registered	39716679	07/11/97
60500	Guatemala	26 RED	25	Filed	n/a	n/a
48166	Italy	26 RED	25	Registered	636179	11/25/94
61814	Italy	26 REDTRED	25	Registered	818816	06/20/00
58316	Japan	26 RED SUGAR	25	Registered	4139056	04/24/98
77626	Japan	26 RED SUGAR	3	Pending	n/a	09/06/00
61471	Japan	26 REDTRED	25	Registered	4164933	07/10/98
65422	S. Korea	26 RED Design	25	Registered	442625	02/24/99
61472	S. Korea	26 REDTRED	25	Registered	419978	09/07/98
61472	S. Korea	26 REDTRED	25	Registered	419977	09/07/98
61472	S. Korea	26 REDTRED	25	Registered	420990	09/14/98
58281	Macau	26 RED	25	Registered	14965-M	03/04/96

File No. (IPR)	Country	Mark	Class	Status	Filing/ Registration Number	Filing/ Registration Date
59721	Macau	26 RED	9	Registered	14736	04/03/96
59722	Macau	26 RED	18	Registered	14735	04/03/96
62724	Malaysia	26 RED	25	Pending	94/07251	07/16/97
63824	Mexico	REDTRED	25	Registered	584301	07/31/98
64329	Panama	26 REDTRED	25	Registered	93198	02/01/00
61806	Philippines	26 RED	25	Pending	00122906	07/24/97
58280	Portugal	26 RED Logo	25	Registered	314277	09/12/96
64328	Singapore	26 RED	18	Registered	B7919/94	09/12/94
69612	Singapore	26 RED	25	Filed	6952/94	08/94
61468	Singapore	26 REDTRED	25	Registered	2680/97	03/08/97
63633	South Africa	26 RED	25	Published	97/16348	10/28/97
58287	South Africa	26 RED & Design	25	Registered	96/1035	01/29/96
61801	Switzerland	26 RED	25	Registered	447845	12/23/97
61474	U.K.	26 REDTRED	25	Registered	2125761	03/05/97
45143	U.S.	26 RED	25	Registered	1805357	11/16/93
63513	U.S.	26 RED SUGAR	25	Registered	2256563	06/29/99
70680	U.S.	26 RED SUGAR	3	Published	75/784498	08/25/99
63512	U.S.	26 REDTRED	25	Registered	2216152	01/05/99

## 2. Copyright

File No. (IPR)	Country	Mark	Class	Status	Filing/ Registration Number	Filing/ Registration Date
66552	U.S.	WINK (copyright)	n/a	Registered	VA938-391	07/08/98

## 3. Abandoned Matters

File No. Serial	Country	Mark	Class	Status	Filing/ Registration Number	Filing/ Registration Date
63674	Argentina	26 REDTRED	25	Abandoned	2074728	03/04/97
46403	Japan	26 RED	24	Abandoned	50769/1992	03/31/92
58285	Korea	26 RED	25	Abandoned	96-25316	06/14/96
61473	Malaysia	26 REDTRED	25	Abandoned	97-09746	07/18/97
61473	Malaysia	26 RED	25	Abandoned	97-09747	07/18/97
63825	Mexico	26 REDTRED	25	Abandoned	339090	07/09/98
58286	Mexico	26 RED	25	Abandoned	360169	01/14/99
58279	Singapore	26 RED	9	Abandoned	7918/94	n/a
61470	Spain	26 REDTRED	25	Abandoned	2078373	03/05/97
58277	U.K.	26 RED & Design	25	Abandoned	2163573	04/09/98
58317	U.S.	26 REDSUGAR & DESIGN	25	Abandoned	75/048466	01/25/96
58320	U.S.	26 REDTRED & DESIGN	25	Abandoned	75/048537	01/25/96
58323	U.S.	26 REDTIC	14	Abandoned	75/048275	006/13/96
61986	U.S.	26 REDHOUSE	20	Abandoned	75/308197	06/13/97
58312	U.S.	26 RED EYE	9	Abandoned	74/596151	11/07/94
63403	Venezuela	26 REDTRED	25	Abandoned	4207-98	03/12/98
63634	Venezuela	26 RED	25	Abandoned	4325-98	03/12/98

## 4. Opposition Matters

File No. Serial	Country	Mark	Class	Status	Filing/ Registration Number	Filing/ Registration Date
65410	Brazil	RED 27	25	Pending	8191314 90	04/28/96
78273	Canada	RED 36	25	Pending	842299	n/a
63788	Mexico	26 RED LOGO	25	Abandoned	245950	10/10/95