

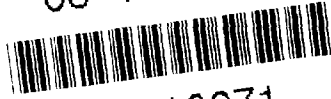


08-14-2001

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

08-01-2001

U.S. Patent & TMO/OTM Mail Rpt Dt. #57



101810071

8-1-01

### 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  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name MARK DEFANTI

Execution Date  
Month Day Year  
04 18 01

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization US

#### Receiving Party

Mark if additional names of receiving parties attached

Name D.B.ROYALTY, INC.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2625 CONCORD PIKE

Address (line 2) P.O.BOX 7138

Address (line 3) WILMINGTON DE 19801  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership
- 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 the Assignment.)

#### FOR OFFICIAL USE ONLY

08/13/2001 DBYRME 00000097 75860383

01 FC:481 40.00 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 (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: 002346 FRAME: 0654** TM

**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 215-979-1282

Name LEWIS F. GOULD, JR.

Address (line 1) DUANE MORRIS & HECKSCHER, LLP

Address (line 2) ONE LIBERTY PLACE

Address (line 3) PHILADELPHIA, PA 19103

Address (line 4) \_\_\_\_\_

**Pages**

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

# 5

**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)**

75/860,383 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Number of Properties** Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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: # 04-1679

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.

LEWIS F. GOULD, JR., REG.NO.25,057

Name of Person Signing



Signature

July 31, 2001

Date Signed

## TRADEMARK ASSIGNMENT

The undersigned, MARK DEFANTI, an individual U.S. citizen having a post office address of 9310 Golden Way Court, Apt. O, Richmond, VA 23294, (the "Assignor"), the intention to use the trademark **FORBIDDEN** (the Mark) in commerce and owning an application for registration of the Mark filed on December 15, 1999, now assigned Serial No. 75/860,383, stating that intention, but has not yet filed an allegation of use under §§ 1 (c) or 1 (d) of the Trademark Act;

Whereas, Assignor is assigning the Mark and the above-identified application as part of the entire business or portion thereof to which the Mark pertains as required by 15 U.S.C. § 1060; and

Whereas, D.B. Royalty, Inc., a Delaware corporation, with a principal place of business located at 2625 Concord Pike, P.O. Box 7138, Wilmington, DE 19801, (the "Assignee"), and the successor of the ongoing and existing business or portion thereof of Assignor to which the Mark pertains, is desirous of acquiring said Mark and the pending intent-to-use application therefor;

Now Therefore, for value received as detailed in the Agreement of Sale dated April 19, 2000, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto the Assignee all of his right, title, and interest in and to the Mark, ~~free and clear of all liens and encumbrances~~<sup>MS</sup>, the entire business or portion thereof to which the Mark pertains, together with all of the goodwill of the business associated with and symbolized by the Mark, the application therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Mark, for the use and benefit of the Assignee and its successors, assigns or other legal representative and to prosecute such application in the United States and Trademark Office.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Mark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Mark and to give full effect to this Trademark Assignment. This Trademark Assignment is binding on the Assignor and his successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment as of this 18<sup>th</sup> day of April 2001.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

Dated: 4/18/01

Mark Defanti  
MARK DEFANTI

STATE OF VIRGINIA :  
COUNTY OF Henrico :ss  
:

I, Pam T. Tisdale a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 18 day of April, 2001 appeared before me MARK DEFANTI, to me personally known, who, being by me duly sworn, did say that he is the MARK DEFANTI of RICHMOND, VA and that said instrument was signed as his free act and deed.

Subscribed and sworn before me this 18 day of April, 2001.

Pam T. Tisdale

## AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made as of April ~~13~~<sup>19</sup>, 2001, by and among MARK DEFANTI, an individual U.S. citizen having a post office address of 9310 Golden Way Court, Apt. O, Richmond, VA 23294, and D.B. Royalty, Inc., a Delaware corporation, with a principal place of business at 2625 Concord Pike, P.O. Box 7138, Wilmington, DE 19801.

WHEREAS, Assignor desires to sell, and Assignee desires to purchase<sup>MD</sup>, the Assignor's right, title, and interest in and to the Mark, pending application Serial No. ~~75~~<sup>75</sup>/860,383 and the entire business or portion thereof to which the Mark pertains as required by 15 U.S.C. §1060.

NOW, THEREFORE, in consideration of the respective covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. SALE AND PURCHASE OF TRADEMARK. Subject to the terms and conditions of this Agreement of Sale, Assignor shall sell, transfer, convey, assign and deliver to Assignee, and Assignee shall purchase, acquire and accept from Assignor, all the right, title and interest of Assignor in and to the Mark and application, and the good will of the business associated therewith, ~~free and clear of any and all liabilities, obligations, claims, encumbrances, charges and restrictions of every kind nature and description.~~ <sup>MD</sup>

(a) Purchase Price. The purchase price for the Mark and application and attendant good will and the entire business or portion thereof to which the Mark pertains shall be \$15,000, which shall be payable to Assignor upon execution of this Agreement of Sale by Assignee.

2. DELIVERY TO BUYER. Upon execution of this Agreement of Sale, the Assignor shall deliver to Assignee a duly executed Trademark Assignment in the form annexed hereto as Schedule A.

3. FURTHER ASSURANCES. If at any time after the execution of this Agreement of Sale and payment of the Purchase Price any further assignments, conveyances or assurances in law are necessary or desirable to vest, perfect or confirm of record in Assignee the title to the Mark and application, or otherwise to carry out the provisions hereof, Assignor shall execute and deliver any and all proper deeds, assignments, instruments of assumption, powers of attorney and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in Assignee, and otherwise to carry out the provisions hereof.

4. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR.

(a) Authorization. Assignor has the requisite power and authority to execute and deliver the Agreement of Sale and Trademark Assignment to which he is a party and to perform the actions to be performed by it. The Agreement of Sale and Trademark Assignment

executed on or before the date hereof constitute valid and binding obligations of Assignor, enforceable against Assignor in accordance with their terms.

*Assignor received a notice of allowance from the U.S. Patent and Trademark office on October 10, 2000. M*

(c) Title in Mark and Application. ~~Assignor has exclusive title to, owns, possesses free and clear of all claims, encumbrances and the like of any nature whatsoever and has the sole right to use the Mark and application.~~ Assignor has not received any notice of any claim of infringement or any other claim or proceeding, with respect the Mark.

Assignor has had the bona fide intention to use the Mark continuously since December 15, 1999. Assignor has not granted any licenses to use the Mark, and is not aware of any third parties who are claiming any right, title or interest in or to the Mark and application or who are infringing or violating the Mark and application. Assignor is not bound by or a party to any option, license or agreement of any kind with respect to the Marks and application or with respect to any such property and rights of any other person or entity relating to the Mark and Application.

5. LEGAL FEES. Each party shall pay all of the legal, accounting and other expenses incurred by it in connection with this Agreement of Sale.

~~6. INDEMNIFICATION.~~

~~From and after the execution of this Agreement of Sale, Assignor shall indemnify and hold harmless Assignee from and against any loss, costs and damages of any kind that any such indemnified party may sustain, suffer or incur and that result from, arise out of or relate to any breach of any representation, warranty, covenant or agreement of Assignor contained in this Agreement of Sale and Trademark Assignment.~~

*M*

7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations and warranties made in this Agreement shall survive the consummation of the transactions contemplated hereby.

8. APPLICABLE LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Pennsylvania, without regard to its provisions concerning conflict of laws.

9. COUNTERPARTS. This Agreement of Sale may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement of Sale to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, this Agreement of Sale has been executed by the parties hereto as of the day and year first written above.

MARK DEFANTI

By: Mark Defanti

Title: \_\_\_\_\_

D.B. ROYALTY, INC.

By: Stanley A. Uhr

Title: Stanley A. Uhr, V.P.

PH1\836007.1

JUL 02 2001

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: **D.B. Royalty, Inc.**

Serial No. 75/860,383

Filing Date: December 15, 1999

For: **FORBIDDEN**

POWER OF ATTORNEY

Asst. Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513.

Sir:

The undersigned Stanley A. Uhr, Vice-President of D.B.Royalaty, Inc., assignee of the above-identified trademark registration, revokes all powers of attorney previously granted, and appoints the following persons as his new attorneys, with full power of revocation and substitution, to act in his behalf in all matters affecting the above-identified trademark.

The undersigned hereby appoints

Arthur L. Plevy	Registration No. 24,277
Lewis F. Gould, Jr.	Registration No. 25,057
William H. Murray	Registration No. 27,218
Stephan P. Gribok	Registration No. 29,643
Peter J. Cronk	Registration No. 32,021
Richard Redano	Registration No. 32,292
Robert E. Rosenthal	Registration No. 33,450
Richard A. Paikoff	Registration No. 34,892
Jane E. Alexander	Registration No. 36,014
Samuel W. Apicelli	Registration No. 36,427
Steven E. Koffs	Registration No. 37,163
Paul A. Schwarz	Registration No. 37,577
Darius C. Gambino	Registration No. 41,472

TRADEMARK  
REEL: 002346 FRAME: 0661



Carl A. Giordano                      Registration No. 41,780  
Anthony Colesanti                    Registration No. 42,428  
Edward J. Howard                    Registration No. 42,670  
Gary Maze                              Registration No. 42,851  
Richard Wong                         Registration No. 45,572  
Melanie Goddard                     Registration No. 46,732  
Joseph Powers                        Registration No. 47,006  
Joseph F. Oriti                        Registration No. 47,835

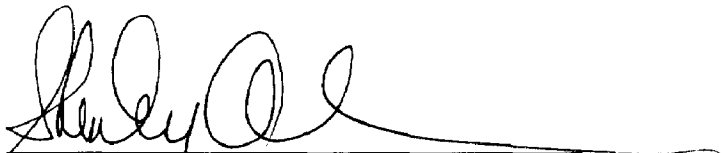
otherwise known as customer no. 08933;

as its attorneys to prosecute further transactions, with full power of substitution and revocation to amend or otherwise act relative to it as they may deem advisable, to transact all business in the U.S. Patent and Trademark Office in connection therewith and generally to do all matters and things needful in the premises and to receive any further documents, and certificate of registration.

Please direct all correspondence to: **Lewis F. Gould, Jr., Duane, Morris and Heckscher, LLP**, One Liberty Place, Philadelphia, PA 19102, (USA); Telephone No. (215) 979-1282 and Fax No. (215) 979-1020.

D.B. ROYALTY, INC.

Date: 6/27/01

By:   
Stanley A. Uhr

Title: Vice President

Docket No. 2868-245

PH1\841441.1