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To the Honorable Commissioner of F

101833759

attached original documents or copy thereof.

1. Name of conveying party(ies):

Waterview Trading Limited

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 08/10/01 and 08/13/01

2. Name and address of receiving party(ies)

Douglas Benson Spang

Name: Mara Spang

Internal Address: _____

Street Address: 59 The Corso

Isle of Capri in the State of Queensland

City: _____ State: _____ ZIP: 4217

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

76/122540

B. Trademark Registration No.(s)

1,613,012

Additional numbers attached? Yes No

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

Name: Stewart L. Gitler

Internal Address: Hoffman, Wasson & Gitler, P.C.

Suite 522

Street Address: 2361 Jefferson Davis Highway

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65100

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2455 (DEFICIENCIES ONLY)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/04/2001 TDIAZ1 00000107 76122540

01 EC:401
02 EC:402
40.00 OP
25.00 OP

Signature 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.

Stewart L. Gitler
Name of Person Signing

Stewart L. Gitler
Signature

10-21-01
Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 002363 FRAME: 0619

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**POWER OF ATTORNEY AND
DESIGNATION OF DOMESTIC REPRESENTATIVE**

The undersigned hereby appoints **HOFFMAN, WASSON & GITLER, P.C.**, a **Professional Corporation**, of Arlington, VA and the individual listed below, its **attorneys** to file and prosecute any and all applications for registration of the trademarks and service marks of the undersigned in the United States, to sign all documents in connection with the registration and maintenance of the registration in the United States, and to receive the Certificate of Registration which may be issued in the United States in connection therewith.

Stewart L. Gitler, Reg. No.

The following US resident is hereby designated domestic representative of the undersigned upon whom notices or process in proceedings in the United States, affecting the trademarks and service marks of the undersigned, maybe served.

Hoffman, Wasson & Gitler, P.C.
2361 Jefferson Davis Highway, Suite 522
Arlington, Virginia 22202-3876

Telephone: (703) 415-0100
Facsimile: (703) 418-2768

13-08-01
Date


Mara Spong

76/122540

1,613,012

TRADE MARK DEED OF ASSIGNMENT

THIS DEED made this 11th day of May 2001.

BETWEEN WATERVIEW TRADING LIMITED of 7th Floor Allied Kajama Building, 138 Gloucester Road, Hong Kong (the "Assignor")

AND DOUGLAS BENSON SPONG and MARA SPONG of 59 The Corso, Isle of Capri in the State of Queensland, 4217 (the "Assignee")

RECTIALS:

A. The Assignor is the Proprietor and owner in Australia of the trade mark:

TRADE MARK	REGISTRATION NO.	CLASS
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SEE SCHEDULE "A" ("the Trade Marks").

B. The Assignor has agreed with the Assignee to transfer the Trade Marks to the Assignee in accordance with the terms and conditions of this Deed.

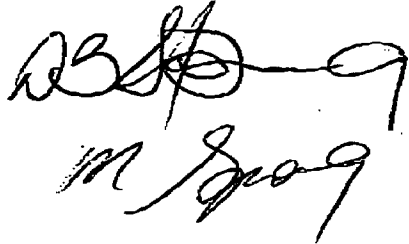
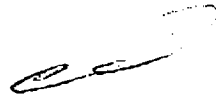
OPERATIVE:

1. In consideration of the sum of **THREE HUNDRED AND FIFTY THOUSAND DOLLAR (\$350,000.00)** paid to the Assignor by the Assignee and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor sells, assigns, transfers and sets over unto the Assignee all right, title and interest in and to the Trade Marks and the registration thereof.

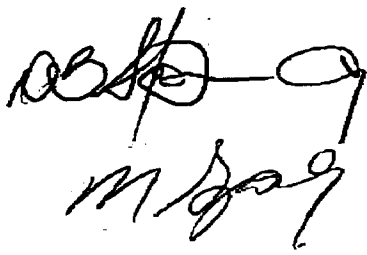
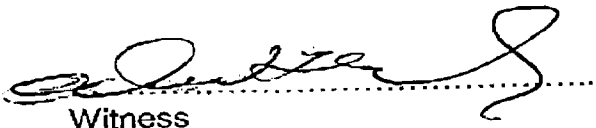
- 2. The assignment in clause 1 includes the Assignor's goodwill in the goods in respect of which the Trade Marks are registered.
- 3. Any stamp duty payable on this Deed will be paid by the Assignee.

EXECUTED as a Deed

SIGNED, SEALED and DELIVERED by)
WATERVIEW TRADING LIMITED.)
 in accordance with its Constitution.)

SIGNED, SEALED and DELIVERED)
 by **DOUGLAS BENSON SPONG and**)
MARA SPONG in the presence of:)

Witness

SCHEDULE

Trade Mark No	Trade Mark	Class	Country
540528	Surf Cult - For Those Who Worship	25	Australia
701583	Cult Optics	9	Australia
708562	Cult Optics - Word and Cross	9	Australia
797498	Cult Optics - Oval Logo	9	Australia
797499	Cult - Word and Cross	25	Australia
832357	Cult Optics - Global Visual Dom	9	Australia
851830	Cult Timing	14	Australia
1,613,012	Surf Cult	25	USA
76/122,540	Cult Optics	9	USA
2000-97282	Cult Optics	9	Japan
001839687	Cult Optics	9	European Community Trade Mark
3-92308	Surf Cult	17 (National)	Japan