

09-26-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101855455

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

9-17-01

1. Name of conveying party(ies): Outcast Partnership. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Name: United Broadcasting Company, Ltd. Internal Address: P.O. Box 750-744. Street Address: 70-20 Austin St. City: Forest Hills State: NY Zip: 11375. Includes checkboxes for citizenship and partnership types. Corporation-State: New York. Includes a note about representative designation.

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other. Execution Date: August 21, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,246,708. Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: David Woods. Internal Address: United Broadcasting Company, Ltd. P.O. Box 750-744. Street Address: 70-20 Austin St. City: Forest Hills State: NY Zip: 11375

7. Total fee (37 CFR 3.41): \$ 40.00. Enclosed, Authorized to be charged to deposit account. 8. Deposit account number: 500-932. (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. David Woods, Signature, August 28, 2001 Date

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

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

09/26/2001 BTOM11 00000006 500932 2246708

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**AGREEMENT****(Mc)**

This agreement ("Agreement"), made as of <sup>August 21</sup> July \_\_, 2001 is entered into by and between Outcast Partnership ("Outcast") and United Broadcasting Company, Ltd., a New York Corporation, doing business as UBC, Ltd. ("UBC").

WHEREAS, Outcast, is a partnership organized under the laws of the State of California, with an address at 1165 Melba Road, Encinitas, California 92024, and is the owner of: (a) the Trademark OUTCAST, subject of U.S. Registration No. 2,246,708 registered with the United States Patent and Trademark Office in Class 25 (the "Registration"); and (b) the common law word mark OUTCAST (the "Common Law Mark");

WHEREAS, the Registration and the Common Law Mark are collectively referred to hereinafter as the "Marks"; and

WHEREAS, United Broadcasting Company, Ltd. d/b/a UBC, Ltd., a corporation organized under the laws of New York, located and doing business at 70-20 Austin Street, P.O. Box 750-744, Forest Hills, New York 11375, desires to obtain all rights in and to the Marks;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, Outcast and UBC agree as follows:

1. In consideration for the sum of Five Thousand dollars (\$5,000.00), receipt of which is hereby acknowledged by Outcast, Outcast agrees to assign any and all rights in and to the Marks, including the goodwill appurtenant thereto, as set forth in the "Assignment of Trademarks" Agreement annexed hereto as Exhibit A, by executing same concurrently with the execution of this Agreement.
2. Outcast represents and warrants that, as of the date of this Agreement, Outcast believes it to be the rightful owner of the Marks, Outcast has not authorized any licensed use of the Marks, or encumbered its rights to the Marks in any fashion, and Outcast has no knowledge of any claim by any third person or entity to rights in the Marks.
3. Outcast hereby agrees that, as of the date of execution of this Agreement (including the execution of Exhibit A) and thereafter, in perpetuity, Outcast, its employees, successors and assigns, individually and/or through any corporate and/or partnership entity, will no longer use or attempt to register the Marks or any marks confusingly similar thereto, in connection with any goods or services. Outcast hereby represents and warrants that other than the Registration, Outcast has no other trademark or domain name applications pending anywhere in the world, and it has not sought or obtained any trademark or domain name registrations using or incorporating the word "Outcast" therein, other than the Registration described above.
4. UBC represents and warrants that, as of the date of execution of this Agreement (including the execution of Exhibit A) and thereafter, in perpetuity, UBC, its employees, successors and assigns, individually and/or through any corporate and/or partnership entity, will

not use or attempt to use the Marks on or in connection with surfwear in the nature of neoprene wetsuits and hardware, namely, surfboards and/or bodyboards.

5. Outcast represents and warrants that the date of first use of the mark OUTCAST by Outcast for the goods for which it was registered for or for any other goods and services was on or about January 14, 1998 as noted in the Registration. Concurrently with the execution of this Agreement, Outcast will furnish to UBC documentation and specimens verifying and confirming said date of first use. At the request of UBC or its assignees, Outcast will provide additional information and will, at the cost and expense of UBC or its assignees, cooperate with and assist UBC or its assignees in proving or verifying the date of first use. In connection therewith, Outcast will execute whatever further documents may be requested by UBC or its assignees.

6. Outcast, its employees, successors and assigns, individually and/or collectively, hereby release UBC, its licensees and assignees, from any and all liabilities and claims, whether known, or unknown, asserted or unasserted, pertaining to the Marks existing on the effective date of this Agreement.

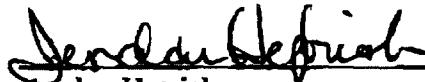
7. This Agreement, including Exhibit A, sets forth the entire Agreement between the parties. No agreement changing, amending, extending, superseding, rescinding, terminating or discharging this Agreement or any provisions hereof shall be valid unless in writing and signed by the party to be charged.

8. This Agreement shall be binding upon, and inure to the benefits of, the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives on this 21 day of July, 2001.

August 16

Outcast Partnership

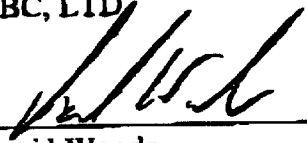
  
By: Jordan Herick

  
By: J.J. Ayala

  
By: Fred Booth

  
By: Paul Roach

UBC, LTD



By: David Woods  
Title: President

**EXHIBIT A**

**ASSIGNMENT OF TRADEMARKS**


WHEREAS, Outcast Partnership, a partnership organized under the laws of the State of California ("Assignor"), is the owner of the Trademarks: (a) OUTCAST, subject of U.S. Registration No. 2,246,708 in the United States Patent and Trademark Office, and (b) OUTCAST (a common law trademark), (collectively referred to hereafter as the "Marks"); and

WHEREAS, UBC Ltd., a corporation organized under the laws of New York ("Assignee"), desires to obtain all right, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, all right, title and interest in and to the Marks, all registrations and applications, if any, therefor, the right to recover for past infringement, and the goodwill of the business in connection with which it is or has been used.

IN WITNESS WHEREOF, Assignor has caused this document to be executed as of the 31 day of July 2001.

**OUTCAST PARTNERSHIP**

  
By: Jordan Henrick

  
By: J.J. Ayala

  
By: Paul Roach

  
By: Fred Booth