

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\leftrightarrow \leftrightarrow \leftrightarrow$	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARK ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>R... And Everthing Else, Inc</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Walden-Hays, Inc.</u> Internal Address: _____ Address: _____  Street Address: <u>853 Broadway</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10003</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached:    <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No          (Designation must be a separate document for assignment)          Additional name(s) &amp; address(es) attached?    <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No       </small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>January 9, 2002</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2065600</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning documents should be mailed: Name: <u>Donovan &amp; Yee LLP</u> Internal Address: _____  Street Address: <u>110 Greene Street</u> <u>Suite 700</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10012</u>	6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">1</span>  7. Total fee (37 CFR 3.41) ..... \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>500357</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
<b>DO NOT USE THIS SPACE</b>		
9. Statement and signature. <small>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.</small> <u>Andrea L. Calvaruso</u> <u>Andrea L. Calvaruso</u> <u>11/7/02</u> Name of Person Signing                      Signature                      Date Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">5</span>		

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

## AGREEMENT

This Agreement (the "Agreement") is entered into as of the 9<sup>th</sup> day of January 2002 (the "Effective Date") between R...And Everything Else, Inc., a California State Corporation with a current principal place of business at 8495 Commerce Avenue, San Diego, California, 92121 (referred to herein as "Seller" or "Everything Else"), and Walden-Hays, Inc. a New York corporation, with a principal place of business at 853 Broadway, New York, NY 10003 ("Walden").

WHEREAS, Everything Else owns the United States Trademark Registration for UFO in Class 9 for sunglasses, eyeglasses and cases for sunglasses and eyeglasses, (Registration No. 2,065,600) (the "Federal Registration"); and

WHEREAS, the Seller owns and has used the trademark UFO since at least no later than March 30, 1995, (the "Trademark"); and

WHEREAS, Seller desires to assign, sell, transfer and convey to Walden all of Seller's right, title and interest in and to the Trademark, including without limitation, the Federal Registration and all related goodwill, on the terms and conditions set forth below.

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

### **ASSIGNMENT**

In consideration for full payment of the Purchase Price and other good and valuable consideration, the sufficiency and receipt of which is hereby accepted and acknowledged, Everything Else hereby sells, assigns and transfers to Walden its entire right, title and interest in and to the Trademark including without limitation, the Federal Registration and all related goodwill thereof.

### **CONSIDERATION**

Walden shall make a one-time payment of two thousand five hundred dollars (\$2,500) (the "Purchase Price") to Seller for the purchase of Seller's right, title and interest in the Trademark including without limitation, the Federal Registration and all related goodwill. At the time Walden executes this Agreement, it shall deliver the Purchase Price to the Seller's attorney, Jeffery Van Hoosear, Esq., of the firm Knobbe, Martens, Olsen & Bear LLP, 620 Newport Center Dr., 16<sup>th</sup> Floor, Newport Beach, California 92660. Seller's attorney will hold the Purchase Price in escrow until Walden notifies him that it has received this Agreement executed by the Seller.

### **CESSATION OF USE**

Seller and all those related to or in privity with it, shall immediately cease use of the

Trademark as of the Effective Date of this Agreement. Hereinafter, Seller shall not use, register or attempt to register any trademark, trade name, state level trademark, or domain name or any other name, mark, symbol or device that is deemed by Walden or its successors in interest to be confusingly similar to the Trademark.

## **REPRESENTATIONS AND WARRANTIES**

(a) Seller represents and warrants that (i) Seller is the owner of the Trademark; (ii) Seller has the express right to effect the transfer of the Trademark as contemplated herein; (iii) Seller does not know of any third-party claim to ownership or other challenge to Seller's ownership of the Trademark; and (iv) other than the Trademark, Seller has filed no applications to register or claims to ownership of any kind, whether as a trademark, service mark, domain name or trade name, related to UFO or any variation of UFO deemed by Walden to be confusingly similar thereto for any purpose. For purposes of this Section, Trademark shall mean the Federal Registration and all related goodwill.

(b) Each party hereby expressly represents and warrants that it is free to enter into this Agreement and that such party has not made and will not hereafter make any agreement or commitment in conflict with the provisions hereof, or which interferes or might interfere with the full and complete performance of such party's obligations hereunder. Each party further represents and warrants that this Agreement, the instruments and documents contemplated hereby, the performance of the respective obligations of the parties hereto, and the consummation of the transactions provided herein have been duly authorized and approved by all necessary persons, and all necessary consents or permits have been obtained, and neither the execution of this Agreement nor the performance of the parties' respective obligations hereunder will violate any term or provision of any valid contract or agreement to which such party is subject or by which such party is bound. No further actions or consents are necessary to make this Agreement a valid binding contract, enforceable against the respective parties in accordance with the terms hereof. Each party represents that the person signing this Agreement on the party's behalf has been duly authorized to execute this Agreement on behalf of such party, and each of the signatories hereto signing in a representative capacity warrant and represent that they have been duly authorized by and on behalf of their respective principals to execute this Agreement.

## **MISCELLANEOUS**

(a) This Agreement shall inure to the benefit of and be binding upon each of the parties' agents, representatives, shareholders, officers, directors, employees, assigns, subsidiaries, parent companies and predecessor or successor companies or entities.

(b) This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes any and all prior agreements, understandings or statements, whether written or oral, related to such subject matter. No part of this Agreement may be amended, altered or otherwise changed, nor any rights waived, unless in writing duly executed by each of the parties hereto. The failure of any party hereto to enforce, or the delay by any party in enforcing, any of its rights under this Agreement shall not be deemed a waiver or a

continuing waiver of such rights or a modification of this Agreement, and such party may enforce any or all such rights at any time thereafter, subject to any applicable statute of limitations. No waiver of a particular breach or default of this Agreement shall be deemed a waiver of any other breach or default of this Agreement.

(c) Regardless of the place of physical execution, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, as applicable to agreements executed and performed within that state. The parties hereto acknowledge that the courts, state and federal, located within New York, New York shall have exclusive jurisdiction of any controversies relating to this Agreement. Each of the parties hereby expressly consents to (i) the personal jurisdiction of all New York Courts and (ii) service of process being effected upon such party by either hand delivery, or by registered mail, return receipt requested, to the party at the address set forth above. Each of the parties hereby waives any objection to any proceeding in a New York Court whether on the grounds of venue, residence or domicile or on the ground that the proceeding has been brought in an inconvenient forum.

(d) This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. A signature received via facsimile or photocopy shall be deemed an original for all purposes.

IN WITNESS WHEREOF, R...And Everything Else, Inc. and Walden-Hays, Inc. have caused this Agreement to be executed by their fully authorized representatives as of the Effective Date.

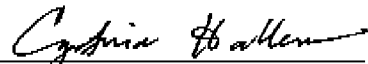
R...AND EVERYTHING ELSE, INC.

By: 

STATE OF CALIFORNIA )  
 )ss:  
COUNTY OF San Diego )



On this 10 day of January, 2002, did appear Russell Preisendorfer who to me personally known, did depose and say that he is authorized to execute the foregoing instrument.

  
Notary Public

WALDEN-HAYS, INC.  
 By: [Signature]  
 Name: ROBERT L. JACKSON  
 Title: President

STATE OF NEW YORK )  
 )ss:  
 COUNTY OF )

On this 9<sup>th</sup> day of January, 2001, did appear Robert Jackson who to me personally known, did depose and say that he is President of WALDEN-HAYS and is authorized to execute the foregoing instrument on behalf of said corporation.

[Signature]  
 Notary Public

WENDY DERILUS  
 Notary Public, State of New York  
 Qualified in Kings County  
 No. 01DE5078406 Comm. Exp. 6/16/03