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2/20/02

03-11-2002

Form PTO-1594 F  
(Rev. 03/01)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
48741-011 ▼

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

1. Name of conveying party(ies):  
James A. Henderson  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: 2000 Degrees  
Internal  
Address: \_\_\_\_\_  
Street Address: 1345 South 50th Street  
City: Richmond State: CA Zip: 94804  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: January 15, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,313,663

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John G. Bisbikis  
Internal Address: McDermott, Will & Emery  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 227 West Monroe  
Suite 4400  
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 1  
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
13-0206  
(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.*  
John G. Bisbikis      John G. Bisbikis      2/5/02  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: 7

03/11/2002 TDIAZI 00000076 130206 2313663  
01 FC:481 40.00 CH

TRADEMARK  
REEL: 002457 FRAME: 0791

TRADEMARK ASSIGNMENT

WHEREAS, James A. Henderson (the "Assignor"), an individual, has adopted and used and is the sole and exclusive owner of certain proprietary rights in the trademarks, trade names, and service marks, 2 THOUSAND DEGREES, both alone and as part of a design, including, but not limited to the registrations in Schedule A; and

WHEREAS, 2000 Degrees. (the "Assignee"), a corporation organized and existing under the laws of the State of California, with its principal place of business at 1345 South 50<sup>th</sup> Street, Richmond, California, 94804 60076, is acquiring the trademarks, trade names, and service marks together with all of the goodwill of the business connected to the trademarks, trade names and service marks and any and all designs and logos relating thereto (collectively, the "Trademarks"), from Assignor.

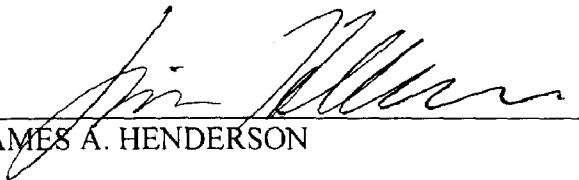
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the Trademarks and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment and the right to use the Trademarks henceforth in the operation of the Assignee's business, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Assignor hereby warrants and covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

AND, the Assignor agrees to execute any instruments and to perform any acts which may be necessary to fully effectuate and record this Assignment.

AND, this Assignment is executed and delivered pursuant to the terms and conditions of the Asset Purchase Agreement which are incorporated herein by reference and made a part hereof.

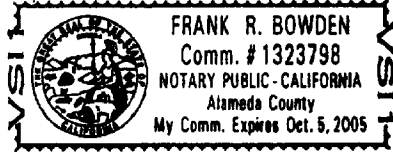
IN TESTIMONY WHEREOF, the Assignor has caused this Assignment to be executed by its duly authorized representative effective this 2nd day of January, 2002.

  
\_\_\_\_\_  
JAMES A. HENDERSON


State of California )  
County of ~~San Francisco~~ ) ss.  
~~Contra Costa~~

On January 15<sup>th</sup>, 2002 before me, FRANK R. BOWDEN, Notary Public, personally James Alexander Henderson appeared ~~Eleanor Dom~~, personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity, and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Place Notary Seal Above

  
[Signature of Notary Public]

**SCHEDULE A**

<u>Trademark Registration No.</u>	<u>Trademark Name</u>	<u>Registration Date</u>
2,313,663	2THOUSAND DEGREES	February 1, 2000