

F 04-11-2002

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To the Honorable Commissioner

102050383

See attached original documents or copy thereof.

1. Name of conveying party(ies):

HAYASHI TAKIGAWA

3-28-02

- 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: April 13, 2000

2. Name and address of receiving party(ies)

Name: RITMO LATINO, INC.

Internal Address:

Street Address: 3535 Route 66
Building One

City: Neptune State: NJ ZIP: 07753

- Individual(s) citizenship
- 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)

B. Trademark Registration No.(s)

1,978,004 - Class 025

Additional numbers attached? Yes No

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

Name: EZRA SUTTON, P.A.

Internal Address: Second Floor

Street Address: Plaza 9, 900 Route 9

City: Woodbridge State: NJ ZIP: 07095

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

4/10/2002 DEBYRNE 00000063 1978004

FC:481 40.00

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.

EZRA SUTTON

Name of Person Signing

Ezra Sutton
Signature

March 5, 2002

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

REEL: 002480 FRAME: 0282

U. S. TRADEMARK ASSIGNMENT

WHEREAS, HAYASHI TAKIGAWA, an individual and citizen of Japan (hereinafter "Assignor"), located at 7-13-2 Niina, Minoo-Shi, Osaka, Japan, is the owner of the entire right, title, and interest in and to U.S. Trademark Registration No. 1,978,004 for the trademark RITMO LATINO, registered on June 4, 1996 in the U.S. Patent and Trademark Office, and all of the goodwill associated with the foregoing.

WHEREAS, RITMO LATINO, INC., a corporation of the State of California, located at 3535 Route 66, Building One, Neptune, New Jersey 07753 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in and to Class 25 of said trademark registration, trademark, and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee its entire right, title, and interest in and to Class 25 of said trademark registration and trademark, together with the goodwill of the business symbolized by the trademark RITMO LATINO, and the right to sue for past infringement of the trademark in said Class 25.

Assignor agrees to perform all reasonable and proper acts at the request and expense of Assignee, which Assignee may require in order to vest all of Assignor's right, title, and interest in and to Class 25 of said trademark registration, trademark, and the associated goodwill in Assignee or its successor.

The parties acknowledge that this Assignment relates only to Class 25 of said trademark registration, trademark and the goodwill associated therewith. This assignment does not transfer any right in and to Class 14 of said trademark registration, trademark and the associated goodwill therewith.

BY Hiyashi Takigawa
HIYASHI TAKIGAWA

Dated: April 13, 2000

WITNESSES:

Tak Kotani

Tak Kotani, Patent Attorney

AGREED TO AND ACCEPTED BY
DAVID MASSRY, PRESIDENT,
RITMO LATINO, INC. (ASSIGNEE)

DAVID MASSRY, PRES.
RITMO LATINO, INC.

April __, 2000

Signed Before
Notary Public

Assignor agrees to perform all reasonable and proper acts at the request and expense of Assignee, which Assignee may require in order to vest all of Assignor's right, title, and interest in and to Class 25 of said trademark registration, trademark, and the associated goodwill in Assignee or its successor.

The parties acknowledge that this Assignment relates only to Class 25 of said trademark registration, trademark and the goodwill associated therewith. This assignment does not transfer any right in and to Class 14 of said trademark registration, trademark and the associated goodwill therewith.

By *Yoshiaki Takigawa*
YOSHIAKI TAKIGAWA

Dated: April 13, 2000

WITNESSES:

Yuk Kotani

Yuk Kotani, Patent Attorney

AGREED TO AND ACCEPTED BY
DAVID MERRY, PRESIDENT,
RITMO LATINO, INC. (ASSIGNEE)

David Merry

DAVID MERRY, PRES.
RITMO LATINO, INC.

April 13, 2000

Signed before
Notary Public

Judith M. Traina May 18

JUDITH M. TRAINA

NOTARY PUBLIC OF NEW JERSEY

COMMISSION EXPIRES FEBRUARY 25, 2002

RECORDED: 03/28/2002

TRADEMARK
REEL: 002480 FRAME: 0285