

3/26/02

04-12-2002

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

**STRAVINA, INC.**

- Individual(s)
- General Partnership
- Corporation-State **California**
- 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 21, 1999**

2. Name and address of receiving party(ies)

Name: **STRAVINA OPERATING COMPANY, LLC**

Internal

Address: \_\_\_\_\_

Street Address: **19850 Nordhoff Place**

City: **Chatsworth** State: **CA** Zip: **91311**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other **Delaware limited liability company**

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,963,782**

Additional number(s) attached  Yes  No

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

Name: **MINDY ELLIS SCHWARTZ, ESQ.**

Internal Address: **Pepper Hamilton LLP**

**3000 Two Logan Square**

Street Address: **18th & Arch Streets**

City: **Phila.** State: **PA** Zip: **19103-2799**

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: \_\_\_\_\_

**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.*

**Mindy Ellis Schwartz**

Name of Person Signing

*Mindy Ellis Schwartz*  
Signature

**March 26, 2002**

Date

Total number of pages including cover sheet, attachments, and document: **10**

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

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**TRADEMARK**  
**REEL: 002482 FRAME: 0030**

**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") made and entered into this 21<sup>st</sup> day of April, 1999, by Stravina, Inc., a California corporation ("Assignor"), in favor of Stravina Operating Company, LLC, a Delaware limited liability company ("Assignee"),

**WITNESSETH:**

WHEREAS, Assignor and Assignee have entered into an Asset and Stock Purchase Agreement dated as of April 2, 1999 (the "Purchase Agreement"), providing for the sale by Assignor of certain assets relating to the business of Assignor and all wholly-owned subsidiaries of Assignor ("Assignor's Business"),

WHEREAS, Assignor agreed to grant certain rights in intangible assets, including intellectual property, to Assignee in Section 1.1 of the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the copyrights shown in Schedule A (the "Scheduled Copyrights") and desires to transfer the Scheduled Copyrights and all other copyrightable material used in Assignor's Business (collectively, the "Works") to Assignee pursuant to the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks shown in Schedule B (the "Scheduled Trademarks") and desires to transfer the Scheduled Trademarks and any other trademarks, service marks, trade dress and trade names used in Assignor's Business (collectively, the "Trademarks") to Assignee pursuant to the Purchase Agreement; and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the United States Design Patents, applications for Design Patents and Other Inventions described in Schedule C (the "Scheduled Patents") and desires to transfer the Scheduled Patents and all other know-how, trade secrets, processes, formulas, and inventions used in Assignor's Business (collectively, the "Patents") to Assignee pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

**COPYRIGHTS**

- i. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest (including copyrights, goodwill and other intellectual property rights and including any continuation, extension or renewal rights) in and to the Works, including the right to sue for past, present or future infringement or violation thereof;

- ii. Assignor hereby grants to Assignee the transferable, non-exclusive, perpetual license to use, modify, and adapt any and all preexisting work contained in the Works, with a right to sublicense;
- iii. Assignor represents and warrants that Assignor has not previously assigned, licensed or otherwise transferred any rights in the Works to any other party;
- iv. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining copyright protection upon, and confirming Assignee's title to, the Works, at Assignee's expense;
- v. Assignor hereby authorizes and requests the United States Register of Copyrights and, as applicable, the corresponding officials of all foreign countries, to record Assignee as the owner of the copyrights in and to the Works and/or to issue in the name of Assignee all registrations of copyrights in and to the Works, in accordance with this Assignment;

#### TRADEMARKS

- vi. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof;
- vii. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks;
- viii. The parties hereto shall reasonably cooperate with each other, but at Assignee's expense, in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;

#### PATENTS

- ix. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, the inventions disclosed therein and all reissues, reexaminations, and extensions thereof, all said

rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, and Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of this Assignment, including all rights to recover damages and injunctive relief in respect to such infringement;

- x. Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor;
- xi. Assignor agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents;
- xii. Assignor agrees that Assignor will communicate to Assignee or its representatives any facts known to Assignor respecting the Patents and, when requested by Assignee and at its expense, will reasonably aid Assignee, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for the Patents in any and all countries;
- xiii. Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said corporation or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

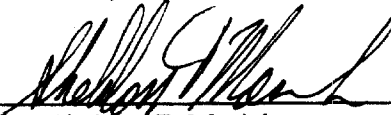
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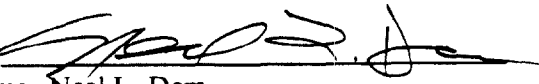
GENERAL

- xiv. Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge, the right, title, and interest herein conveyed by Assignor are free and clear of any incumbrance, and that Assignor has full right to convey the same as herein expressed;
- xv. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
- xvi. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of California;
- xvii. This Assignment and the Purchase Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and
- xviii. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the date first above-written.

STRAVINA, INC.

By:   
Name: Sheldon F. Morick  
Title: President

By:   
Name: Neal L. Dem  
Title: Secretary

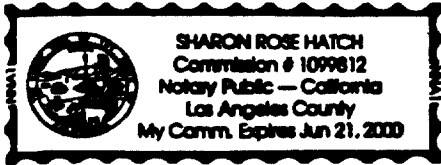
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ACKNOWLEDGMENT

State of California )  
 ) ss.  
County of Los Angeles )

On April 21, 1999 before me, Sharon Rose Hatch, Notary Public, personally appeared W. Scott Warren, \_\_\_ 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(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Sharon Rose Hatch  
Sharon Rose Hatch

ACKNOWLEDGMENT

State of California )  
 ) ss.  
County of Los Angeles )

On April 21, 1999 before me, Sharon Rose Hatch, Notary Public, personally appeared Sheldon F. Morick \_\_\_ 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(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Sharon Rose Hatch  
Sharon Rose Hatch

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**SCHEDULE A**

<b>Mark</b>	<b>Juris.</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
strawberries (colorfull)	U.S.	VA-151-808	March 23, 1984	Stravina, Inc.
arts (colorfull)	U.S.	VA-151-809	March 23, 1984	Stravina, Inc.
cream cones (colorfull)	U.S.	VA-151-810	March 23, 1984	Stravina, Inc.
ails (colorfull)	U.S.	VA-151-811	March 23, 1984	Stravina, Inc.
dy Bears (colorfull)	U.S.	VA-157-711	June 18, 1984	Stravina, Inc.
cks (Colorfull)	U.S.	VA-157-712	June 18, 1984	Stravina, Inc.
rons (Colorfull)	U.S.	VA-157-713	June 18, 1984	Stravina, Inc.
mirrored onalized shot	U.S.	VA-719-903	April 25, 1995	Stravina, Inc. d.b.a. NLD
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ier bear ment				
r (boys)				
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**SCHEDULE B**

**mark/ Service mark**

Zany NamZ  
Zany NamZ and Design  
Stravina  
Impulse  
Order Any Name Company  
Custom Calculators  
On the Road  
Power Sales and Marketing  
Funworks  
NLD Management Group  
Stage Two  
Fason Souvenirs & Novelties

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**SCHEDULE C**

**United States Patents**

U.S. Design Patent Number 393, 481

**United States Patent Applications**

1. U.S. Design Patent Application number 29/059,911

2. U.S. Design Patent Application number 29/093,274

3. U.S. Design Patent Application for Christmas Ornament (Bell) filed September 8, 1998,  
Serial No. 29/093,276.

**Other Inventions**

1. Unique method of construction and use of materials and unique design of ruler

2. Unique method of use of multi-phase lenticular technology

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