

05-17-2002

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TRADEMARKS ONLY

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

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): SPOT INTERNATIONAL, INC. 5-13-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State California, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other. Execution Date: 4/20/2001

2. Name and address of receiving party(ies) Name: nZania II, LLC Internal Address: Street Address: 16902 Von Karman Avenue City: Irvine State: CA Zip: 92614

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other California Limited Liability Co. 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) 76/158,993 75/404,457 B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Douglas M. Lipstone, Esq. c/o Buchalter, Nemer, Fields & Younger Internal Address: Younger Street Address: 601 S. Figueroa Street, Suite 2400 City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ 65.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: (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.

Douglas M. Lipstone Name of Person Signing

Signature

12-06-01 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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

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

1. Name of conveying party(ies): Spot International, Inc.
 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: nZania II, LLC
Internal Address: _____
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City: Irvine State: CA Zip: 92614
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other California Limited Liability Co
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: 4/20/2001


4. Application number(s) or registration number(s):
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76/158,993
75/404,457
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Douglas M. Lipstone, Esq.
c/o Buchalter, Nemer,
Internal Address: Fields & Younger
601 S. Figueroa Street, Suite 2400
Los Angeles, CA 90017
Street Address: 601 S. Figueroa Street,
Suite 2400
City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number 
08-27-2001
U.S. Patent & TMO/TM Mail Rpt Dt #34
(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.
Douglas M. Lipstone
Name of Person Signing  Signature 8/22/01 Date
Total number of pages including cover sheet, attachments, and document: 4

09/05/2001 LNUELLER 0000057 76158993

01 FC:481
02 FC:482

40.00 UP
25.00 OP

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

EXHIBIT B**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is executed this 20th day of April, 2001, by and between Spot, Inc., a California corporation (the "Corporation"), ("Assignor") and nZania II, LLC ("Assignee").

This Assignment is executed and delivered pursuant to the terms and conditions of an Intellectual Property Purchase Agreement dated as of May __, 2001 by and between Assignor and Assignee (the "Agreement"). The Agreement contemplates that Assignor shall assign to assignee all of Assignor's right, title and interest in and to the Intellectual Property described therein. The definitions of terms contained in the Agreement are incorporated herein by this reference.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. Assignor hereby assigns, conveys, transfers and sets over to Assignee, any and all of Assignor's right, title and interest in and to the following intellectual property rights and assets (the "Intellectual Property"):

(a) All right, title and interest heretofore held by Seller in and to the trade names, all trademarks, service marks and the goodwill ascribed associated therewith as described on Exhibit "A."

2. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

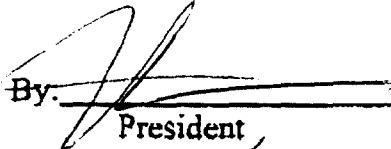
3. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of California.

This Assignment may be executed in counterparts.

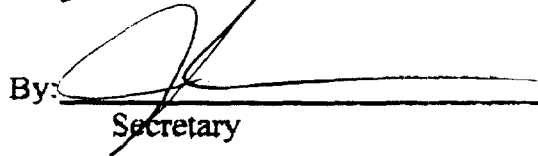
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

SPOT INTERNATIONAL INC.,
a California Corporation

By: 

President

By: 

Secretary

ASSIGNEE:

nZania II, LLC

By: 

Ivan Spiers, Manager

Exhibit "A"

INTELLECTUAL PROPERTY

1. Trademarks

File No. (SIR)	Country	Mark	Class	Status	File Registration Number	File Registration Date
65360	Canada	SUBURBAN BRAND	25	Pending	874706	04/06/98
74048	Mexico	SUBURBAN BRAND	25	Registered	658216	05/31/00
60371	U.S.	SUBURBAN BRAND	25	Pending	76/158993	11/02/00
65840	Canada	SUBURBAN URBAN	25	Pending	874422	05/14/98
62723	Japan	SUBURBAN URBAN	25	Registered	4235955	01/29/99
61192	Mexico	SUBURBAN URBAN	25	Registered	571707	02/27/98

2. Abandoned Matters

File No. (SIR)	Country	Mark	Class	Status	File Registration Number	File Registration Date
64197	U.S.	SUBURBAN URBAN	25	Abandoned	75/404457	12/12/97