o- caForm PTO-1594 1-31-92			R SHEET LY	U.S. DEPARTMENT OF COMMERCI Patent and Trademark Offic			
TO TO THE PROPERTY OF THE PROP			ord the attached original documents or copy thereof.				
To the Honorab Name of conveying party(les). 102102149				receiving party(ies):			
Newport Pacific Managemer 580 California Street, Suite	nt, Inc.		Name: FleetBoston Fi	nancial Corporation			
San Francisco, CA 94104 [] Individual(s)	J ZX VX ☐ Association		Internal Address: Street Address: 100 F	rederal Street			
General Partnership X Corporation - California			City: Boston	State: MA Zip: 02110			
□ Other:			☐ Individual(s) citi.	zenship			
Additional name(s) of conve	ying party(ies)		☐ Association				
attached? Yes X No			📗 🗌 General Partners	hip			
Nature of conveyance:			☐ Limited Partnership				
nature of conveyance:			X Corporation – Rhoc	de Island			
X Assignment	☐ Merger		☐ Other:	iciled in the United States, a domestic			
☐ Security Agreement	☐ Change of Name						
Other	Change of Name			ation is attached: Yes No			
th Other				e a separate document from Assignment)			
Execution Date: May 1, 200	2	İ	Additional name(s) &	address(es) attached?: Yes X No			
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Application number(s) or res	gistration numbers(s):						
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A. Trademark Application	No. 76/177200 76/177576 76/177302		B. Trademark Regis	tration No.			
	Additional numb	ers atta	ched? 🖸 Yes X N	0 (2)			
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document should be mailed:			registrations involved	* * * * * * * * * * * * * * * * * * *			
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Name: Amy B. Spagnole, Es	q.		_	유			
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Street Address: 28 State Stre	et		☐ Authorized to be cl	harged to deposit account			
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City: Boston State: MA Zi	p: 02109						
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 Statement and signature. To the best of my knowledge document. 	and belief, the foregoing information	nvis tru	e and correct and any a	attached copy is a true copy of the original			
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Amy B. Spagnole,	isq	ture	3	Date			
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the U.S. Patent and Trademark (Budget, Paperwork Reduction P	Office, Office of Information Systems, roject (0651-0011), Washington, D.C.	. 20503					

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the _1st__ day of May, 2002, between Newport Pacific Management, Inc. a corporation of the State of California with a place of business at 580 California Street, Suite 1960, San Francisco, California 94104 (the "Assignor") and FleetBoston Financial Corporation, a corporation of the State of Rhode Island, having a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Assignee").

WHEREAS, the Assignor is the registered proprietor in the United States of the Trademarks listed in <u>Schedule A</u>, attached hereto (the "Trademarks").

WHEREAS, the Assignee is the successor to the ongoing and existing business of the Assignor, or portion of the business for which the Trademarks will be used.

WHEREAS, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the Assignor hereby assigns to the Assignee, its successors and assigns, all its full right to and title in the Trademarks, including the right to sue for past infringement(s), together with the good will of the business concerned in the goods/services for which the Trademarks are registered.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

The Assignor further covenants that the Assignor will, upon the Assignee's request, promptly execute and deliver to the Assignee or its legal representative any and all papers or instruments required to maintain, prosecute and/or register the Trademarks which may be necessary or desirable to carry out the purposes hereof.

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IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

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Newport Pacific Management, Inc.

Title: Secretary

STATE OF HASSACHUSETTS COUNTY OF SUFFOLK

The foregoing instrument was acknowledge before me in the City of

New of May , 2002, by Jean Locuen BER

of Newport Pacific Management, Inc. a Corporation of the State

of California, on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Notary Public:

My Commission Expires:

STELLA S. L. MAK **Notary Public** My Commission Expires April 28, 2006

SCHEDULE A

<u>Mark</u>	Application <u>Number</u>	Filing <u>Date</u>	Reg. No.	Reg. Date
GROWTH THAT LASTS	76/177,200	12/7/00		
LASTING GROWTH	76/177,576	12/7/00		
POWERED BY GROWTH	76/177,302	12/7/00		

#386786

TRADEMARK
RECORDED: 05/22/2002 REEL: 002512 FRAME: 0976