

5-29-02

TRADEMAR

05-29-2002

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U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513



102105429

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Swell, Inc.</u></p> <p style="text-align: right; font-size: 2em;"><i>5-29-02</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Surflin\Wavetrak, Inc.</u> Street Address: <u>300 Pacific Coast Highway,</u> <u>Suite 310</u> City <u>Huntington Bch.</u> State <u>CA</u> Zip <u>92648</u></p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>April 5, 2002</u></p> <p>05/29/2002 GTOM11 00000156 2370561</p> <p>01 FC:481 40.00 OP 02 FC:482 75.00 OP</p>	<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No(s): Please see attached Exhibit A.</p> <p>B. Trademark Registration No(s): Please see attached Exhibit A.</p>
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Totam Terry Luu</u> Street Address: <u>Mayer, Brown & Platt</u> <u>350 South Grand Avenue, 25th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p>	<p>6. Total number of applications and registrations involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$115.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>

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.

Totam Terry Luu
Name of Person Signing

Signature

May 28, 2002
Date

EXHIBIT A

SCHEDULE OF MARKS

**UNITED STATES TRADEMARK/ SERVICE MARK REGISTRATIONS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SURFLINE	2370561	July 25, 2000
SURF ALERT	2315667	February 8, 2000
SURFALERT	2376557	August 15, 2000

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
SURFLIVE	75-846572	November 11, 1999

TRADEMARK ASSIGNMENT

Swell, Inc., a Delaware corporation, as successor-in-interest to Surfline, Inc. and Surfline Composed of General Partners: Surfline, Inc. and Wavetrak, Inc., with an address at 300 Pacific Coast Highway Suite 310, Huntington Beach, CA 92649 (the "Assignor"), is the rightful owner of and is using the trademarks or service marks listed on the Schedule of Marks attached hereto as Exhibit A, which said trademarks or service marks, the good will of the business symbolized thereby, and all worldwide rights contained therein, together with all pending and issued United States trademark registrations and all pending and issued foreign registrations therefore, are hereinafter collectively referred to as the "Trademarks."

WHEREAS Surfline\Wavetrak, Inc., a Delaware corporation, located at 300 Pacific Coast Highway, Suite 310, Huntington Beach, California 92648 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Trademarks; and

WHEREAS Assignor desires to assign all right, title and interest in and to the Trademarks to Assignee as part of, and in partial consideration of, an existing agreement by and between Assignor and Assignee.

NOW, THEREFORE, in consideration of the foregoing, together with other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks (the "Assignment").
2. The Assignment shall also include all claims for damages by reason of past infringement of the Trademarks, if any, together with the right to sue for and collect the same for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives.
3. Assignor represents and warrants to Assignee as follows:
 - 3.1. Assignor has the full right, power and authority to enter into and perform this Assignment and to grant to Assignee all the rights granted herein; and Assignor is not a party to any agreement or understanding which would conflict with this Assignment;
 - 3.2. The Trademarks are believed to be valid, subsisting and enforceable;
 - 3.3. Assignor is the sole legal and beneficial owner of all right in and to the Trademarks and hereby transfers all such rights to Assignee;
 - 3.4. No portion of the Trademarks has been assigned or licensed to any other person or entity and there are no liens, claims or encumbrances on the Trademark or any rights therein;

3.5. Assignor shall indemnify and hold Assignee harmless from any and all liability, damages, and expenses, including attorney's fees which the Assignee suffers or incurs as a result of or in connection with any breach of the representations and warranties set forth in this paragraph; and

3.6. These representations, warranties, and indemnities survive the consummation of this transaction.

4. Assignor has secured and, upon execution hereof, or as soon as received by Assignor, shall transfer to Assignee, all applications, registrations, licenses, permits, releases or other necessary consents, if any, relating to the Trademarks or any portion or component thereof. Assignor shall assist Assignee in obtaining any further registrations, licenses, permits or releases relating to the Trademark as reasonably desired and required by Assignee. ✓

5. Assignor agrees and acknowledges that if it has obtained or obtains in the future, in any country, any right, title, or interest (including the filing of any application for trademark or service mark registration or the issuance of any registration) in any mark(s) which are confusingly similar to, or translations and/or transliterations of, the Trademarks (collectively, Related Trademarks), Assignor shall so notify Assignee, and that it has acted or will act as an agent on and for Assignee's behalf. Assignor further agrees to execute any and all instruments deemed by Assignee, its attorneys or representatives, to be necessary to transfer such right, title, or interest in the Related Trademark to Assignee.

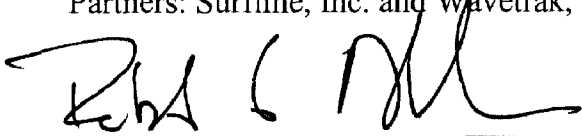
6. Assignor further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign all of Assignor's interests in and to the Trademarks.

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This Assignment shall be effective for all purposes on the 5th day of April, 2002.

Assignor:

By: SWELL, INC.,
a Delaware corporation,
as successor-in-interest to Surflin, Inc.
and Surflin Composed of General
Partners: Surflin, Inc. and Wavetrak, Inc.



Name: ROBERT G. ALLISON
Its: CHAIRMAN & CEO

Assignee:

By: SURFLINE/WAVETRAK, INC.,
a Delaware corporation

Name: Sean Collins
Its: President

This Assignment shall be effective for all purposes on the 5th day of April, 2002.

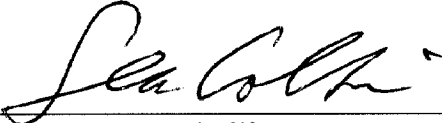
Assignor:

By: SWELL, INC.,
a Delaware corporation,
as successor-in-interest to Surfline, Inc.
and Surfline Composed of General
Partners: Surfline, Inc. and Wavetrak, Inc.

Name: _____
Its: _____

Assignee:

By: SURFLINE\WAVETRAK, INC.,
a Delaware corporation



Name: Sean Collins
Its: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

On April 11, 2002, before me, Sally Jo Hartwell,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robert G. Allison,
Name of Signer(s)

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.

Sally Jo Hartwell
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer
Chairman & CEO
Title(s)
- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: Assigner

Signer is Representing:
Name of Person(s) or Entity(ies)
Snell, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Assignment
Title or Type of Document
4 pgs
Number of Pages
4-11-02
Date of Document

Signer(s) Other Than Named Above

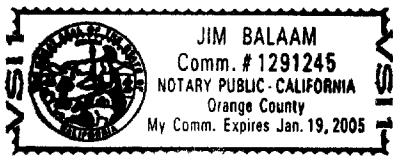
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On MAY 21, 2002, before me, Jim Balaam, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared SEAN COLLINS
Name of Signer(s)

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.

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could
prevent fraudulent reattachment of this form.

Form with columns: CAPACITY(IES) CLAIMED BY SIGNER(S) and DESCRIPTION OF ATTACHED DOCUMENT. Includes checkboxes for Individual, Corporate Officer, Partner(s), Attorney-In-Fact, etc. and fields for Trademark Assignment, Title or Type of Document, Number of Pages, Date of Document, and Signer(s) Other Than Named Above.