

06-10-2002



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

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
 Joe T. Clapper **6-5-02**

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: i432
 Internal Address: _____
 Street Address: 23161 Ventura Boulevard, Suite 203
 City: Woodland Hills State: CA Zip: 91364

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 23, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76/307,673
76/317,650

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Donald F. Frei, Esq.
 Internal Address: Wood, Herron & Evans, L.L.P.
 Street Address: 2700 Carew Tower, 441 Vine Street
 City: Cincinnati State: OH Zip: 45202-2917

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
Deficiencies only

8. Deposit account number:
23-3000

(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.

Donald F. Frei, Esq. 21,190
 Name of Person Signing Signature May 24, 2002 Date

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

06/07/2002 DBYRNE 00000292 76307673
 40.00 UP
 25.00 OF

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

TRADEMARK
REEL: 002521 FRAME: 0676

ASSIGNMENT

THIS ASSIGNMENT is entered into as of this 23rd day of May, 2002, by and between JOE T. CLAPPER, an individual and citizen of the United States of America, with an address of 2702 Motor Avenue, Los Angeles, California 90064, ("Assignor"), and i432, a general partnership pursuant to the laws of the State of California, composed of Mark Silverstein and Garo Chividjian, with an address 23161 Ventura Boulevard, Suite 203, Woodland Hills, California 91364 ("Assignee").

RECITALS

- A. Assignor owns the trademarks (herein collectively referred to as the "Marks"), which are unregistered, but with respect to each trademark applications are currently pending in the United States Patent and Trademark Office, the aforesaid pending applications therefor, all of which are listed on Exhibit A attached hereto and made a part hereof, and the corresponding goodwill of the business associated with the Marks.
- B. Assignor is desirous of assigning, transferring and setting over to Assignee all of the Marks and the pending trademark applications therefor, and the corresponding goodwill of the business associated with the Marks, and Assignee is desirous of acquiring same.
- C. Assignor also desires to assign, transfer, and set over to Assignee all of the assets necessary to conduct business in connection with each of the Marks and applications listed in Exhibit A attached hereto, including the corresponding goodwill of the business connected therewith, and including

but not limited to drawings, sketches, mock-ups, prototypes, product information, promotional materials or other materials used in the development and/or advertising of the Marks and the goods sold in connection therewith.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign and set over to Assignee all right, title and interest in and to the Marks throughout the United States, together with the goodwill and assets of the business connected with the use of and symbolized by the respective Marks, and the applications set forth in Exhibit A, and all reissues, extensions, renewals, divisions and continuations thereof, the drawings, sketches, mock-ups, prototypes, product information, promotional materials or other materials used in the development and/or advertising of the Marks and the goods sold in connection therewith, and the business to which such Marks pertain, and the right to sue and collect for past infringement thereof.

This Assignment shall be binding upon the successors, assignees and other legal representatives of Assignor and shall inure to the benefit of the successors, assigns and other legal representatives of Assignee.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

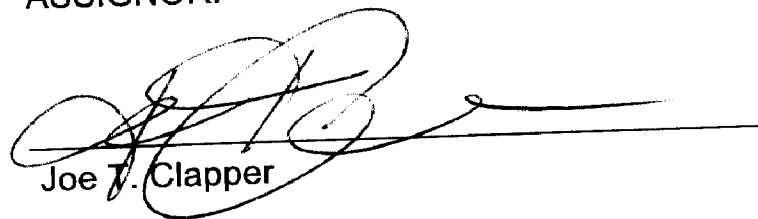

Joe T. Clapper

EXHIBIT A

<u>Mark</u>	<u>Serial No.</u>
EMBRACELET	76/307,673
I432	76/317,650

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