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07-08-2002



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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):

Anthony J. Robbins

- Individual(s) [checked] Association [] General Partnership [] Corporation-State [] Other []

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

3. Nature of conveyance:

- Assignment [] Merger [] Security Agreement [] Change of Name [] Other See Attached [checked]

Execution Date: March 10, 2002

2. Name and address of receiving party(ies)

Name: Robbins Research International, Inc.

Internal Address: 9888 Carroll Ctr. Rd., Ste. 200 Street Address: City: San Diego State: CA Zip: 92126

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State Nevada [checked] 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,750,481

Additional number(s) attached [] Yes [checked] No

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

Name: John H. Alspaugh, Esq.

Internal Address:

Seltzer Caplan McMahon Vitek Street Address: 750 B St., Ste. 2100

City: San Diego State: CA Zip: 92101

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed [checked] 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.

John H. Alspaugh

Name of Person Signing

Signature

Date

3/21/02

Total number of pages including cover sheet, attachments, and document: 8

04/11/2002 DBYRNE 00000235 1750481

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

40.00 DP

01 FC:481

TRADEMARK REEL: 002541 FRAME: 0020

CORRECTION OF ASSIGNMENT DOCUMENTS

[Continuation of Item No. 3]

Other:

Corrective Document to remove Trademark Registration No. 1,852,682 from documents previously recorded on 10/22/2001 at Reel/Frame 002392/0340. Trademark Registration No. 1,852,682 should not have been included in the previously recorded document.



10-30-2001

10-22-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. Patent & TMO/TM Mail Rpt Dt. #20
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):

Anthony J. Robbins

107701

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Assignment
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Robbins Research International, Inc.

Internal

Address: _____

9888 Carroll Center Road,
Street Address: Suite 100

City: San Diego State: CA Zip: 92126

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Nevada
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,750,481

Additional number(s) attached Yes No

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

Name: John H. Alspaugh, Esq.

Internal Address: _____

Seltzer Caplan
Street Address: McMahon Vitek

750 "B" Street, Suite 2100

City: San Diego State: CA Zip: 92101

6. Total number of applications and registrations involved: _____

15

7. Total fee (37 CFR 3.41).....\$ 390.00

- 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.

John H. Alspaugh

Name of Person Signing

Signature

7/27/01
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

10/28/2001 10:00:00 AM 00000131 1750481

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350.00 05

ADDITIONAL TRADEMARK/SERVICE MARK REGISTRATION NOS.

[Continuation of Item No. 4.]

1,750,482

1,735,369

1,731,731

1,731,732

1,737,182

1,787,104

1,821,748

1,840,415

1,845,517

1,852,682

1,863,573

1,876,974

1,885,359

1,888,553


10-22-2001
U.S. Patent & TMO/c/TM Mail Rcpt Dt #28

FIRST AMENDMENT TO ASSIGNMENT

THIS FIRST AMENDMENT TO ASSIGNMENT ("First Amendment") is made as of June 1, 2001, between ANTHONY J. ROBBINS ("Assignor"), and ROBBINS RESEARCH INTERNATIONAL, INC., a Nevada corporation ("Assignee"), who agree as follows:

1. RECITALS. This First Amendment is executed in contemplation of the following facts and circumstances:

1.1. On December 31, 1998, Assignor executed certain instruments of Assignment (collectively "Assignments").

1.2. Pursuant to the Assignments, Assignor, for good and valuable consideration, transferred and assigned to Assignee all right, title, and interest of Assignor in and to the following marks:

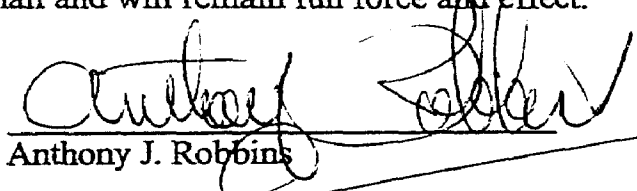
- Registration No. 1,750,481 for the mark "Date with Destiny";
- Registration No. 1,750,482 for the mark "Unlimited Power";
- Registration No. 1,735,369 for the mark "The Power to Influence";
- Registration No. 1,731,731 for the mark "Skills of Power";
- Registration No. 1,731,732 for the mark "Fear Into Power – The Firewalk Experience";
- Registration No. 1,737,182 for the mark "The Psychology of Success Conditioning";
- Registration No. 1,787,104 for the mark "Neuro-Associative Conditioning";
- Registration No. 1,821,748 for the mark "Living Health";
- Registration No. 1,840,415 for the mark "Anthony Robbins' Powertalk!";
- Registration No. 1,845,517 for the mark "The Body You Deserve!";
- Registration No. 1,852,682 for the mark "Anthony Robbins & Associates";
- Registration No. 1,863,573 for the mark "Anthony Robbins' Personal Power!";
- Registration No. 1,876,974 for the mark "Breakthrough to Synergy";
- Registration No. 1,885,359 for the mark "CANI!"; and
- Registration No. 1,888,553 for the mark "Mastery University."

1.3 Due to Assignor's error, made in good faith and without intent to deceive, the Assignments incorrectly state that Assignee is a California corporation. Assignee is a Nevada corporation. By this First Amendment, the parties intend to amend the Assignments to correctly state that Assignee is a Nevada corporation.

1.4 The parties further desire and intend to reaffirm in writing their understanding and agreement that the above-referenced marks were to be assigned effective as of the date(s) specified in each of the Assignments.

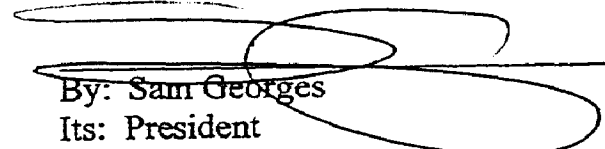
2. By this First Amendment, the parties hereby amend the Assignments to correctly state that Assignee is "Robbins Research International, Inc., a Nevada corporation." The amendments set forth herein shall be effective as of the date specified in each respective instrument of Assignment.

3. Except as expressly amended or modified by the provisions and conditions of this First Amendment, the Assignments shall and will remain full force and effect.



Anthony J. Robbins

Robbins Research International, Inc.,
a Nevada corporation



By: Sam Georges
Its: President

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