

09-13-2002



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TRADEMARKS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box Assignments
Commissioner of Patents and Trademarks
Washington, D.C. 20231

9-6-02

ASSIGNMENT (DOCUMENT) COVER SHEET (37 C.F.R. § 3.31)

Attached please find an assignment document for recordal.

IDENTIFICATION OF PATENTS AND TRADEMARK
FOR ASSIGNMENT/DOCUMENT RECORDAL
(37 C.F.R. § 3.21 and 37 C.F.R. § 3.31(a)(4))

FINANCE SECTION

SEP 6 PM 2:01

- 1. This assignment is for the following trademark application:

Trademark Application No. 75/833,692

TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS
AND TOTAL FEE

- 2. A. The total number of patents and trademarks identified in this cover sheet is: 1.
- B. The total fee is (37 C.F.R. § 1.21(h)): 1 x \$40.00 = \$40.00
- C. Payment of fee is made by the attached check for \$40.00.

CERTIFICATION UNDER 37 C.F.R. 1.8(a) and 1.10*

I hereby certify that, on the date shown below, this correspondence is being deposited with the United States Postal Service in an envelope addressed to Box Assignments, Commissioner of Patents and Trademarks, Washington, D.C. 20231.

37 C.F.R. 1.8(a)

37 C.F.R. 1.10*

with sufficient postage as first class mail.

as "Express Mail Post Office to Address"
Mailing Label No. EF266073383US

Richard A. Ryan
Signature

Richard A. Ryan
(type or print name of person certifying)

Date: 9/6/02

09/12/2002 TDIAZ1 00000028 75833692
01 FC:481 40.00

**NAME OF PART CONVEYING INTEREST
(37 C.F.R. § 3.31(a)(1))**

3. The party conveying interest is: Ronnie Mehling II, an individual (U.S. Citizen)

**NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST
(37 C.F.R. § 3.31 (a)(2))**

4. The rights are being conveyed to:

Michael L. Mierau
5494 E. Lamona, Suite 124
Fresno, CA 93727

**DESCRIPTION OF INTEREST CONVEYED OR
TRANSACTION RECORDED (37 C.F.R. § 3.31(a)(3))**

5. The accompanying document intends to accomplish an assignment.

**NAME AND ADDRESS OF PARTY TO WHOM
CORRESPONDENCE SHOULD BE MAILED (37 C.F.R. § 3.31 (a)(5))**

6. Please address correspondence to:

Richard A. Ryan
Ryan & Engnath
8469 N. Millbrook Ave., Suite 104
Fresno, CA 93720

Telephone No.: (559) 447-1862

Facsimile No.: (559) 447-1042

Customer No.: 29762

**DATE ASSIGNMENT (DOCUMENT) EXECUTED
(37 C.F.R. § 3.31(a)(7))**

7. The attached reassignment document was executed on March 18, 2002.

LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

8. The attached document is in the English language.

(Assignment (Document) Cover Sheet—page 2 of 3)

TRADEMARK ASSIGNMENT AGREEMENT
(Mierau - Mehling)

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of this 18 day of March, 2002, by and between MICHAEL L. MIERAU ("Mierau") and RONNIE MEHLING II ("Mehling").

R E C I T A L S:

A. Mierau and Mehling formed a California partnership under the name of Madman Apparel and, as a partnership, filed a trademark application for the trademark "MADMAN APPAREL" with the United States Patent and Trademark Office (the "PTO"). The application was filed with the PTO on October 30, 1999 and assigned trademark application Serial No.75/833,692 (hereinafter, the "Trademark").

B. Mehling no longer has an interest in the partnership and desires to assign all of his entire right, title and interest in and to the Trademark to Mierau, who is doing business as Madman Apparel as a sole proprietorship.

C. Mierau desires to obtain from Mehling all of Mehling's right, title and interest in and to the Trademark so that Mierau may do business as Madman Apparel as a sole proprietorship and utilize the subject trademark in his business.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Assignment of Trademark. Mehling hereby wholly assigns to Mierau all of his existing and future right, title and interest in and to the Trademark, including without limitation, all goodwill associated with the Trademark, claims to priority of use of the Trademark and right to file for trademark protection in the United States and any country foreign to the United States.

2. No Conflicting Grants. Mehling hereby covenants and represents that he has the right to grant this Assignment and has not granted to any other person, firm, corporation or other entity any right, license or privilege of any kind relating to the Trademark.

3. Execute Documents. The parties hereto agree that they will each execute all documents and assignments with respect to the Trademark that are necessary or desirable to accomplish the objectives of this Agreement.

4. Effect of Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.


5. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties with regard to the Trademark. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

7. Ambiguities or Uncertainties. This Agreement and any ambiguities or uncertainties herein or therein, shall be equally and fairly interpreted and construed without reference to the identity of the party or parties preparing this document or the documents referred to herein, on the express understanding and agreement that the parties hereto participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement this 18 day of March, 2002 at Fresno, California.

"Mehling"


Ronnie Mehling II

"Mierau"


Michael L. Mierau