

10-16-2002

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

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

Tab settings

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

1. Name of conveying party(ies):

Think Tank, Inc.

10-10-02

- 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, Merger, Change of Name

Execution Date:

2. Name and address of receiving party(ies)

Name: Bella B Design, Inc.

Internal

Address:

Street Address: 62 Salton

City: Irvine State: CA Zip: 92602

- 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

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

A. Trademark Application No.(s) 78/099610

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Bella B Design, Inc.

Internal Address:

Street Address: 62 Salton

City: Irvine State: CA Zip: 92602

6. Total number of applications and registrations involved:

1

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mendy Cady Name of Person Signing

Mendy Cady Signature

10/4/02 Date

Total number of pages including cover sheet, attachments, and document: 3

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

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TRADEMARK REEL: 002598 FRAME: 0699

ASSIGNMENT OF TRADEMARK

WHEREAS, Think Tank, Inc., a Minnesota corporation, 6409 City West Parkway, Suite 205, Eden Prairie, Minnesota 55344 ("Assignor"), is the applicant for the mark RAGGIE BAGGIE GIRLZ, Serial No. 78/099,610, within the United States of America (Trademark");

WHEREAS, Bella B Design, Inc., a California corporation, 62 Salton, Irvine, California 92602 ("Assignee"), has been and is desirous of acquiring the trademark application for the Trademark;


NOW, THEREFORE, for good and valuable consideration which is in excess of \$10.00, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and the Trademark application, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademark and the right to collect damages therefor. Pursuant to 15 U.S.C. § 1060, this assignment of the assets described above constitutes the assignment of the portion of Assignor's business to which the Trademark pertains. This assignment does not include any other assets of Assignor, tangible or intangible, other than as expressly set forth herein. Assignor makes no representations or warranties concerning the Trademark or the application.

This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

Think Tank, Inc.
a Minnesota corporation

Date: 9/24/02

By:  (F1044MF)
Neil Levine, President 9/24/02

No. 9682 P. 2/2

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