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Form **PTO-1594**

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U.S. DEPARTMENT OF COMMERCE
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):

DANIEL EUGENE FINCH

- Individual(s)
- General Partnership
- Corporation-State
- Other 10-23-02
- 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: CKB, LLC
Internal Address: # 102

Street Address: 1400 PACIFIC COAST HWY
HUNTINGTON BEACH
City: _____ State: CA Zip: 92648

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CALIFORNIA LIMITED LIABILITY CO.
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

76 094875

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: _____

Internal Address: _____

Street Address: 28562 OFD PKWY

STE. D513

LAS FLORES

City: _____ State: CA Zip: 92688

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: _____

(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.

DANIEL EUGENE FINCH

Name of Person Signing

Daniel E Finch

Signature

10/11/02

Date

Total number of pages including cover sheet, attachments, and document: 2

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

10/28/2002 LMUELLER 00000113 78094875

01 FC:8521

40.00 DP

TRADEMARK
REEL: 2606 FRAME: 0351

**Cowabunga Micro Ice Creamery and Java Hut
Trademark Assignment Agreement**

Whereas, the tradename, "Cowabunga Micro Ice Creamery and Java Hut" has been in use since January 2, 2000, in conjunction with the retail ice cream business located at 211 Avenida Del Mar, San Clemente, County of Orange, State of California.


Whereas, **Daniel Eugene Finch** is the owner of the retail ice cream business heretofore mentioned, and has initiated an application for the trademark, "Cowabunga Micro Ice Creamery and Java Hut," with the United States Patent and Trademark Office, who has completed an initial review of the trademark's suitability and fitness, and approved the trademark for publication, assigning the **Serial Number 78094875**.

Whereas, **Daniel Eugene Finch**, for a good and valuable consideration, wishes to sell to **CKB, LLC**, a **California Limited Liability Company**, the retail ice cream business heretofore mentioned. Pursuant to the purchase agreement dated September 2, 2002, and incorporated as a part of this sale, **Daniel Eugene Finch** hereby irrevocably and forever surrenders, transfers and assigns to **CKB, LLC** all his rights to the trademark and tradename, "Cowabunga Micro Ice Creamery and Java Hut." in their entirety. Daniel Eugene Finch warrants that there are no authorized licensees of this trademark, and that it is being used solely in conjunction with the business location that is the subject of this sale. Furthermore, **Daniel Eugene Finch** will discontinue any and all use of the tradename and trademark.

Whereas, **Daniel Eugene Finch** will do everything necessary to complete the assignment and recording thereof of the trademark, "Cowabunga Micro Ice Creamery and Java Hut." with the United States Patent and Trademark Office. Once assignment is complete, **CKB, LLC** will assume ultimate responsibility to complete the final registration process, and will assume maintenance of the registration for the trademark.

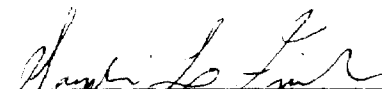
Whereas, although **Daniel Eugene Finch** believes with a high degree of certainty, in the suitability, fitness, and incontestability of his rights to the trademark, "Cowabunga Micro Ice Creamery and Java Hut," due to the difficult and complex nature of intellectual property rights, he makes no representations or warrants that the trademark will be approved for final registration, or that the trademark will withstand any future legal challenges, or opposition brought about for trademark infringement. **CKB, LLC** along with any Successors, Assignees, and Trademark Licensees, will bear complete responsibility for the future defense of the trademark, and agree to hold **Daniel Eugene Finch** and any Successors, harmless, indemnifying them against all future claims, damages or losses that may arise as a result of any ruling that renders the trademark's registration, use, or the rights conferred thereof, void.

CKB, LLC, a California Limited Liability Co.
by:


Daniel Eugene Finch 10/11/02
Date


Christian H. Bell, Member 10/11/02
Date

I am the spouse of Daniel Eugene Finch, and have read and consent to terms of this agreement:


Savdi L. Finch 10/11/02
Date