

FORM PTO 1594 (Rev. 6-93) **RECORDATION COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
TRADEMARKS ONLY

OMB No. 0651-0011 (exp. 4/94)

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

1. Name of conveying party(ies):
 Direct, Inc.

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

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

2. Name and address of receiving party(ics)
 Name: Build-to-Order, Inc.
 Internal Address: _____
 Street Address: 3003 Exposition Boulevard
 City: Santa Monica State: CA ZIP: 90404

Individual(s) _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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: December 3, 2002

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

A. Trademark Application No.(s)

76/139,791
76/139,990
76/139,789

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

None

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

Name: Katina C. Banks
 Internal Address: Dorsey & Whitney LLP

Street Address: Suite 4700, Republic Plaza Bldg.
370 Seventeenth Street
 City: Denver State: CO ZIP: 80202-5647

6. Total Number of applications and registrations involved: 3


7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1415
 (Attach duplicate copy of this page if paying by deposit account)

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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.

Katina C. Banks  2/11/03
 Name of person Signing Signature Date

Total number of pages comprising cover sheet: 1

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Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

BOX ASSIGNMENT
 Director - U.S. Patent and Trademark Office
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

TRADEMARK ASSIGNMENT

WHEREAS, Direct, Inc., a Delaware corporation, of 3415 Sepulveda Boulevard, Suite 500, Los Angeles, California 90034 ("Assignor"), is the owner of certain federal trademark applications and has intended to use in commerce the marks identified as follows (the "Marks"):

	<u>Mark</u>	<u>U.S. Serial No.</u>	<u>Application Date</u>
1	DIRECT EXPERIENCE	76/139,791	October 3, 2000
2	DIRECT EXPERIENCE	76/139,990	October 3, 2000
3	DIRECT EXPERIENCE	76/139,789	October 3, 2000

WHEREAS, Assignor has filed applications, indicating the intention to use the Marks, but has not yet filed allegations of use under §§ 1(c) or 1(d) of the Lanham Act;


WHEREAS, Assignor is assigning the Marks in the above-identified applications as part of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act;

WHEREAS, Assignor desires to assign and Build-To-Order, Inc., a Delaware corporation, of 3003 Exposition Boulevard, Santa Monica, California 90404 ("Assignee"), the successor of the portion of the business to which the Marks pertain and the goodwill associated therewith, desires to acquire all of Assignor's right, title and interest in and to the Marks and the pending intent-to-use applications therefor.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Marks, together with the portion of the business to which the Marks pertain and the goodwill associated therewith, all common law rights related thereto, all rights of registration, renewal and extension, and the right to recover for claims for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Executed as of the 3 day of ^{December}~~November~~, 2002.

DIRECT, INC.


Scott Panter, President