

11-15-2002



102282424

To the Honorable Commissioner

and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Think Outside, L.L.C.
5790 Fleet Street, Suite 130
Carlsbad, California 92008

Individual(s) Association
 General Partnership Limited Partnership
 Limited Liability Company - California
 Other

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

2. Name and address of receiving party(ies):

Name: Think Outside, Inc. 4

Internal Address: _____

Street Address: 5790 Fleet Street, Suite 130

City: Carlsbad State: CA ZIP: 92008

Individual(s) citizenship _____

Association _____

Limited Liability Partnership _____

Corporation-California _____

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: November 1, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,507,746; 2,513,221; 2,589,000; 2,598,506

Additional numbers attached? Yes No

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

Name: Lori M. Stockton

Internal Address: BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

Street Address: 12400 Wilshire Boulevard, 7th Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 125.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

02-2666

(Attach duplicate copy of this page if paying by deposit account)

11/14/2002 DBYRNE 00000113 2507746

01 FC:4521 40.00 DP
02 FC:4522 75.00 DP

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.

Lori M. Stockton
Name of Person Signing

Signature

10/21/02
Date

Total number of pages comprising cover sheet: 5

Repln. Ref: 11/14/2002 DBYRNE 0010025100
DA#:022666 Name/Number:2507746
FC: 9204 \$10.00 CR

I hereby certify that the correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513 on 10/21/02.

Candace Baker

10/21/02
Date

CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement") is made as of November 1, 1999, between **THINK OUTSIDE, INC.**, a California corporation ("Company"), and **THINK OUTSIDE, LLC**, a California limited liability company ("Predecessor"), with reference to the following facts:

A. The Operating Agreement as amended (the "Operating Agreement") for Predecessor provides for the reorganization of Predecessor into a corporation.

B. The managers of Predecessor have determined that it is in the best interests of Predecessor and its member to so reorganize.

C. Predecessor desires to reorganize by contributing all of its assets and liabilities to a newly-formed corporation in exchange for shares of capital stock of such corporation and by then distributing such shares of capital stock to Predecessor's members in accordance with the Operating Agreement.

D. Predecessor has caused the formation of Company to effect such reorganization.

E. Predecessor desires to contribute its assets and liabilities to Company, and Company desires to issue shares of its capital stock to Predecessor, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

1. ISSUANCE OF SHARES.

Predecessor hereby contributes, conveys, transfers, assigns and delivers to Company, and the Company agrees to accept from Predecessor, all the assets, properties, and business of Predecessor of every kind, character, and description, whether tangible, intangible, real, personal, or mixed, and wherever located (the "Assets"), and all other supplies, materials, work in process, finished goods, equipment, machinery, furniture, fixtures, claims and rights under leases, contracts, notes, evidences of indebtedness, purchase and sales orders, copyrights, service marks, trademarks, trade names, trade secrets, patents, patent applications, licenses, royalty rights, deposits, and rights and claims to refunds and adjustments of any kind. Company hereby accepts such contribution and agrees to assume all liabilities of Predecessor (the "Liabilities"). The parties agree that as of the date of this Agreement, the book value of the Assets net of such contribution. Company hereby issues to Predecessor

Common Stock (collectively, the "Shares"), which constitutes all issued and outstanding capital stock of Company. Company shall deliver certificates representing such shares to Predecessor as soon as practicable following the execution of this Agreement. Company hereby acknowledges that Predecessor intends to distribute all of such shares to its members and consents to such distribution and Predecessor acknowledges that Predecessor is

acquiring the Shares for its own account (or a trust account if the purchaser is a trustee) and not with a view to, or for sale in connection with, any distribution of the security other than to its members.

2. RESTRICTIONS ON TRANSFER.

Predecessor acknowledges that it is aware that no market may exist for resale of the Shares and that there are substantial restrictions on the transferability of the Shares. The Shares have not been registered pursuant to the Securities Act of 1933 (the "Act"), nor is it intended that they be registered, and neither Predecessor nor its members have any right to require that they be registered, under the Act or under any state securities laws. Predecessor agrees that the Shares may not be sold in the absence of registration unless such sale is exempt from registration under the Act and any applicable state securities laws. The certificates for the Shares shall bear the following restrictive legends:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED (THE "SECURITIES ACT") NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAW. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

IF SO REQUESTED BY THE COMPANY OR ANY REPRESENTATIVE OF THE UNDERWRITERS IN CONNECTION WITH ANY REGISTRATION OF THE OFFERING OF ANY SECURITIES OF THE COMPANY UNDER THE SECURITIES ACT, THE SECURITIES EVIDENCED BY THIS CERTIFICATE SHALL NOT BE SOLD OR TRANSFERRED DURING THE 180 DAY PERIOD FOLLOWING THE EFFECTIVE DATE OF THE FIRST REGISTRATION STATEMENT OF THE COMPANY FILED UNDER THE SECURITIES ACT WHICH INCLUDES SECURITIES TO BE SOLD ON BEHALF OF THE COMPANY IN A PUBLIC OFFERING UNDER THE SECURITIES ACT.

3. MARKET STANDOFF.

Predecessor agrees that, if so requested by the Company or any representative of the underwriters in connection with any registration of the offering of any securities of the Company

under the Securities Act, it shall not sell or otherwise transfer any Shares acquired pursuant to this Stock Purchase Agreement during the 180-day period following the effective date of a registration statement of the Company filed under the Securities Act; provided, however, that such restriction shall apply only to the first registration statement of the Company to become effective under the Securities Act after the date of this Agreement which includes securities to be sold on behalf of the Company in a public offering under the Securities Act. In the event of any private transfer of the Shares, the Shares shall continue to be subject to the restriction of this Section unless waived by the Company. The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restriction until the end of such 180-day period and the Company may place a legend with respect to the restrictions imposed by this Section on any certificate representing any Shares acquired pursuant to this Agreement.

4. MISCELLANEOUS.

4.1 Binding Effect. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, and successors.

4.2 Entire Agreement. This Agreement and the other documents to be executed to implement its provisions together constitute the entire agreement between the parties pertaining to the subject matter contained in them and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

4.3 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

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

4.5 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.6 Further Assurances. Each party to this Agreement agrees to execute further instruments as may be necessary or desirable to carry out this Agreement, provided the party requesting such further action shall bear all related costs and expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THINK OUTSIDE, LLC.
a California limited liability company

By: Phil Baker
Phil Baker, Manager

By: [Signature]
Robert Olodort, Manager

THINK OUTSIDE, INC.
a California corporation

By: Phil Baker
Phil Baker, President and
Chief Operating Officer

By: [Signature]
Robert Olodort,
Chief Executive Officer