

11/13/02
FORM PTO-1618A
Expires 06/30/09
OMB 0651-0027
OFFICE OF PUBLIC RECORDS

11-19-2002

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



2002 NOV 13 AM 9:35

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FINANCE SECTION
**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year _____
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Brava Enterprises, Inc.

Execution Date
Month Day Year
05-17-01

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Pennsylvania

Receiving Party

Mark if additional names of receiving parties attached

Name Gracinda Cardoso

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3418 North Ocean Blvd., Suite 122

Address (line 2) _____

Address (line 3) Ft. Lauderdale

Florida, USA

33308

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Brazil

11/18/2002 GTON11 00000074 76135129

FOR OFFICE USE ONLY

01 FC:8521 40.00 DP
02 FC:8522 75.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20543. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Repln. Ref: 11/18/2002 GTON11 0009142800
DAN:020910 Name/Number:76135129

\$45.00 CR

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

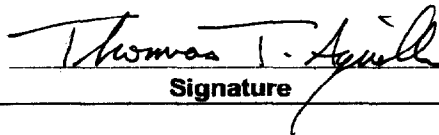
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Thomas T. Aquilla, Esq.



02-08-2002

Name of Person Signing

Signature

Date Signed

CONTRACT

THIS AGREEMENT, made and entered into this 11th day of October, 2000 by and between BRAVA ENTERPRISES, INC., a duly formed corporation in the State of Pennsylvania, hereinafter referred to as "Seller" and GRACINDA CARDOSO, hereinafter referred to as "Purchaser" and both Seller and Purchaser together shall be referred to as "the Parties".

IN WITNESSETH:

WHEREAS, the Seller, the owner of the assets as set forth in the Schedule A and attached hereto and incorporated herein by this reference, hereinafter referred to as the "Assets"; and

WHEREAS, the Purchaser desires to purchase the Assets described in Schedule A; and


WHEREAS, the Seller desires to sell the Assets to the Purchaser under the terms and conditions as provided herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:


1. **SALE OF ASSETS** - Subject to the terms and conditions provided herein, the Seller agrees to sell, convey, transfer, assign and deliver to the Purchaser and the Purchaser agrees to purchase, acquire and accept, for and in consideration of the purchase price as stated herein, the Assets of the seller as set out in Schedule A, attached hereto and incorporated by this reference. The Purchaser further understands and agrees that it has no interest whatsoever in any other assets of the Seller which are not set forth in Schedule A and, likewise, the Seller makes no claim whatsoever to any assets of the Purchaser which presently exist other than the consideration for this contract which is specifically set forth herein.
2. **PURCHASE PRICE** - The purchase price to be paid by the Purchaser under this agreement shall be the sum of \$75,000.00 (seventy-five thousand dollars U.S.) to be paid in cash or by certified check at closing on October 11th, 2000 in the offices of Alfonso Marra Bax, Esq. located at 800 Main Street, Niagara Falls, New York.
3. **PURCHASE OPTION** - The Parties understand and agree that an option to purchase additional "ancillary retail products" which are set forth in Schedule B, attached hereto and incorporated herein by this reference, may be exercised by the Purchaser as detailed below. The purchase price for these items listed in Schedule B will be calculated as follows; \$500.00 (five hundred dollars U.S.) plus an additional \$5.00 per unit of each retail item considered to be included as "stock" by the Seller. These retail items include, but are not limited to videos and CD ROMs. Upon 30 days written notice from the Purchaser to the Seller that it intends to exercise this option, the Seller will cease to duplicate or manufacture those retail items in order to ensure that the Seller will not have excessive surplus retail stock.

The Seller shall, at the exercise of this option and upon proper notice, provide to the Purchaser any and all documentation in its possession, including but not limited to releases which relate to the retail items as set forth in Schedule B. The Purchaser understands and agrees that some of the retail items subject to this option may be subject to third-party contracts and further agrees to accept and honor the same. Seller will not solicit, accept, contract for or extend any existing contracts as relate to Assets for any additional business with third parties once written notice that the option will be exercised by Purchaser has been received. This option to purchase is exercisable by Purchaser on October 11, 2001. If option is not exercised on October 11, 2001, Purchaser will have a second opportunity to exercise the option to purchase said products on October 11, 2002. Purchaser may exercise this option in advance of any of the above dates if Seller so approves.

4. **FURTHER TERMS AND CONDITIONS** - The Seller shall retain the limited right to use the Asset titles as listed in Schedule A for the limited purpose of advertising, promotion and/or sale of the retail items listed in Schedule B and any ancillary products linked to those items. This

Seller Initials: 

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right expires on October 11, 2002 or when the Purchaser exercises its option to purchase said retail items as set forth in paragraph three above and the Seller receives compensation therefor as described herein, whichever is earlier.

Any and all monies as relate to the Miss Nude World International 2000, hereinafter referred to as the "Event", currently under contract with Trop, Inc., hereinafter referred to as the "Venue", whether in current possession or in the form of accounts receivable, up to and including the full amount and terms of the outstanding contracts for the Event, and all benefits or monies derived from the Event, including but not limited to fees or ancillary products produced are the property of the Seller.

It is the intention and understanding of the parties that the Purchaser shall manage and coordinate the Event with the direct assistance of the Seller. The Seller shall provide the following for the Purchaser throughout the Event; 1) a suite at the Microtel Inn or comparable accommodations, 2) meals daily and 3) \$1,200.00 (one thousand two hundred dollars U.S.) so that the Purchaser may be in comfort during the time that the Purchaser runs the event. The Seller agrees and understands that the decisions of the Purchaser are final in any dispute regarding the Event not specifically set forth in the existing contract between the Venue and the Seller. The Parties hereby agree that the Seller shall have the right to seat and select judges in addition to serving as a voting judge at the Event.


The Purchaser shall give Venue the first right-of-refusal for the Miss Nude World International 2001 Pageant, at a price to be determined exclusively by the Purchaser.

For any future event utilizing the titles listed in Schedule A, a fee of \$1,000.00 (one thousand dollars U.S.) plus travel, food and lodging expenses shall be paid to the Seller by the Purchaser should any appearances by the Seller be deemed necessary by the Purchaser for up to and including a six (6) day event. For any additional days, Seller shall be paid at the rate of \$100.00 (one hundred dollars U.S.) per day in addition to the above compensation, for an additional period not to exceed 10 (ten) days. Any appearances by the Seller shall be at the sole discretion of the Seller.

Seller agrees to give Purchaser within 90 days of closing any and all documents and/or informational resources directly or indirectly related to the Assets in Schedule A that are currently in Sellers possession, including but not limited to photographs, model application, contestant contact lists, vendor lists and venue lists, unless such items are under confidentiality agreements, verbal or written. Purchaser hereby agrees to pay for any and all costs that may be incurred in transporting or shipping said materials. If materials are to be shipped to Purchaser using an independent commercial shipping company, shipping method is to be pre-approved by Purchaser.

5. **COVENANTS, WARRANTIES AND REPRESENTATIONS OF SELLER** - Seller warrants and represents to the Purchaser that 1) Seller owns the Assets referred to herein and as set forth in Schedule A and those additional items as set forth in Schedule B, 2) That as of the date of the signing of this Agreement there are no known liens, claims or any other encumbrances against said Assets held by the Seller as listed in Schedule A or Schedule B, 3) The Seller will execute any documents necessary to effectuate the terms of this Agreement and 4) the Seller hereby agrees to indemnify Purchaser for any loss, financial or otherwise, foreseeable or unforeseeable at the time this Agreement was entered into, arising from Sellers prior use of the Assets set forth in Schedule A or from any future uses/representations made while exercising Seller's limited right to use as outlined in paragraph four of this Agreement. Purchaser hereby agrees to hold Seller blameless and not seek any retribution or indemnity for any loss or claim, financial or otherwise, which arose out of acts or circumstances occurring prior to the Seller taking an ownership interest in the Asset(s).
6. **TRANSFER** - The Parties agree that the Purchaser shall have all rights to the Assets presently enjoyed by the Seller on the closing date. The Purchaser understands and agrees that all scheduled Assets may not be currently subject to copyright or trademark protection but that the Seller may have acquired property rights therein by way of the Sellers prior use. The Purchaser further understands and agrees that all transfers of copyright or trademark through the appropriate governmental offices or through such legal representation as may be required are the sole responsibility of the Purchaser, regardless of the source of original ownership. As for the

Seller Initials: 

Purchaser Initials: 

scheduled Assets not presently protected by copyright or trademark, the Seller is hereby transferring all property or ownership rights it may have acquired through its prior use to the Purchaser in order to allow the Purchaser to pursue such protections under the law. The Seller hereby agrees to execute any and all documents required to perfect such protection. It is the understanding of the Parties that any and all fees relating to the transfer of registered trademarks and/or the filing of additional trademark registrations for the Assets set forth in Schedule A will be the sole responsibility of the Purchaser.


As for the Asset title "Miss Exotic", the Seller shall be allowed to retain a limited right to continue to use the Internet domain name "www.missexotic.com" for the limited purpose of advertising, sales and promotion of any and all products then owned by the Seller, whether or not related to the Assets listed in Schedule A or Schedule B, until October 11, 2002 or the date Purchaser exercises its option as detailed in paragraph three above, whichever is earlier.

As for the Asset title "Miss Erotic" listed in Schedule A, for which a trademark is currently being pursued by Seller, the Seller hereby agrees to transfer all property rights acquired in the title through its prior use to the Purchaser and the Purchaser hereby agrees to assume all responsibility for any and all fees, legal or otherwise, from the date of this contract, relating to continuing the registration process with the United States Trademark Office. The Seller hereby agrees to execute any documents necessary to effectuate the pursuit of said trademark protection.

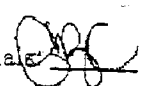
7. **LEGAL REPRESENTATION** - The Parties, by the execution hereof, expressly warrant and represent that, prior to the execution of any of the closing documents, they have obtained independent counsel of their own choosing to advise them and to protect their interest should they so deem it necessary.
8. **COUNTERPARTS** - This Agreement shall be executed in 5 counterparts, each of which so executed shall be deemed an original, but all of which shall constitute but one and the same Agreement.
9. **APPLICABLE LAW** - Any and all matters affecting the interpretation of this Agreement shall be governed by and construed according to the laws of the State of New York.
10. **MISCELLANEOUS** - This Agreement has attached Schedule A (Assets) and Schedule B (additional items subject to purchase option).
11. **TIME IS OF THE ESSENCE** - Time is of the essence as to all provisions of this Agreement. This Agreement shall be deemed null and void if not executed by close of business on October 11, 2000.
12. **CONSTRUCTION AND SURVIVAL** - This Agreement for Purchase and Sale is the complete Agreement between the Parties. Any contracts previously executed between the Parties along with any such other written or verbal representations or warranties as may have been made by either party hereto, their broker, agents or assigns are merged in this Agreement and are extinguished except as set forth herein. The provisions and warranties contained in this Agreement shall survive the closing and those instruments and documents marked Schedule A and Schedule B are attached hereto and incorporated by reference.
13. **NOTICE** - For the purposes of such notice to the parties as required under this Agreement, said notice will be, deemed effectuated when delivered personally or sent by certified mail to the following addresses:

TO SELLER: Brava Enterprises, Inc.
P.O. Box 99366
Pittsburgh, PA 15233

TO PURCHASER: Gracinda Cardoso
730 Aultman Rd.
Kissimmee, FL 34744

Seller Initials: 

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Purchaser Initials: 

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14. **RELIANCE** - The Parties do hereby agree and affirm that no representations, warranties or inducements are relied upon by either party except those set forth herein.
15. **NUMBER AND GENDER** - Whenever required by the context, the singular number shall include the plural and the masculine gender shall include the feminine and neuter.
16. **INVALIDITY OF PROVISIONS** - If any term, portion or provision of this Agreement or the application thereof is deemed invalid or unenforceable, then said term, portion or provision shall be severable from this Agreement, leaving the remainder of this Agreement in full force and effect.
17. **ARBITRATION** - Any and all differences, disputes or controversies arising out of or in connection with this contract shall be submitted to arbitration before a sole arbitrator under the then prevailing rules of the American Arbitration Association. The location of the arbitration shall be Pittsburgh, Pennsylvania. The parties hereby individually and jointly agree to abide by and perform any award rendered in such arbitration. Judgment upon any such award rendered may be entered in any court having jurisdiction thereof.
18. **ACCEPTANCE** - The parties hereby agree to accept faxed notarized signatures as evidence of acceptance of this contract.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement for PURCHASE and SALE, the day and the year first written above.

WITNESS as to the Seller:

[Handwritten signature]

[Handwritten signature]
notary public (please print name)

GERARD L. WALBURGEN
Notary Public, State of New York
Qual. in Onan. Co., No. 01WAS029275
My Commission Expires June 13, 2002

SELLER

[Handwritten signature]

SAMANTHA JONES SPRENGER
(please print name)

WITNESS as to the Purchaser

[Handwritten signature]
notary public (please print name)

FERNANDO KUZNIETZ
Comm. No. CC 580843
My Comm. Exp. Nov. 28, 2000
Bonded thru Richard Ins. Agcy.

PURCHASER

[Handwritten signature]

FRANZ ARANTO CARDOSO
(please print name)

Seller Initials

[Handwritten initials]

Purchaser Initials

[Handwritten initials]

SCHEDULE A

ASSETS

Currently Trademarked:


MISS NUDE WORLD INTERNATIONAL
MISS NUDE INTERNATIONAL
MISS EXOTIC

Trademark Currently being pursued:

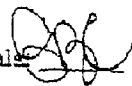
MISS EROTIC

Of prior use and in question:

MISS NUDE BLONDE WORLD INTERNATIONAL
MISS NUDE REDHEAD WORLD INTERNATIONAL
MISS NUDE BLACK WORLD INTERNATIONAL
MISS NUDE BRUNETTE WORLD INTERNATIONAL
MISS NUDE PETITE WORLD INTERNATIONAL
MISS NUDE BIG-BUST WORLD INTERNATIONAL
MISS EXOTIC BIG-BUST INTERNATIONAL
MISS NUDE WORLD INTERNATIONAL - MASTERS DIVISION
MISS NUDE WORLD INTERNATIONAL - DUO CHAMPIONSHIP
MISS NUDE BLONDE INTERNATIONAL
MISS NUDE REDHEAD INTERNATIONAL
MISS NUDE BLACK INTERNATIONAL
MISS NUDE BRUNETTE INTERNATIONAL
MISS NUDE PETITE INTERNATIONAL
MISS EXOTIC PORN INTERNATIONAL
MISS EXOTIC PETITE PORN INTERNATIONAL
MISS EXOTIC U.S.A.
MISS EXOTIC PETITE U.S.A.
MISS EXOTIC REDHEAD U.S.A.
MISS EXOTIC BLACK U.S.A.
MISS EXOTIC BRUNETTE U.S.A.
MISS EXOTIC N.E. U.S.A.
MISS NUDE N.E. U.S.A.
MISS EXOTIC MIDWEST
MISS EXOTIC S.E. U.S.A.
MISS NUDE S.E. U.S.A.
MISS NUDE WEST COAST
MISS NUDE N.E. U.S.A.
MISS NUDE S.W. U.S.A.
MISS NUDE AUSTRIA
MISS NUDE ARGENTINA
MISS NUDE BELGIUM
MISS NUDE BRAZIL
MISS NUDE DENMARK
MISS NUDE GERMANY
MISS NUDE HUNGARY
MISS NUDE CHINA
MISS NUDE IRELAND
MISS NUDE ENGLAND
MISS NUDE SCOTLAND
MISS NUDE ITALY
MISS NUDE SICILY
MISS NUDE JAMAICA
MISS NUDE JAPAN

Seller Initials 

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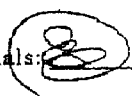
Purchaser Initials 

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Of prior use ~~and~~ and in question - continued - :

MISS NUDE FINLAND
MISS NUDE NETHERLANDS
MISS NUDE NORWAY
MISS NUDE PERU
MISS NUDE POLAND
MISS NUDE PUERTO RICO
MISS NUDE ROMANIA
MISS NUDE SOUTH AFRICA
MISS NUDE SPAIN
MISS NUDE SWEDEN
MISS NUDE SWITZERLAND
MISS NUDE UKRAINE
MISS NUDE WISCONSIN
MISS EXOTIC S.W. U.S.A.
MISS EXOTIC SNOWMOBILE U.S.A.
MISS EXOTIC PETITE SNOWMOBILE U.S.A.
MISS EXOTIC 2000
MISS EXOTIC AMERICA
MISS PETITE EXOTIC 2000

ALL of the TITLES of prior use and in question above have used the word "petite" such as Petite Blonde International, Petite Brunette Porn, and so on and so forth. ALL of the titles using the word "exotic" have used the "hair color" reference, such as Blonde Exotic, Petite Brunette Exotic, and so on and so forth. All of the titles eluded to in this paragraph are to be included in the above list and considered assets for the purpose of this contract. Further, this list shall also be read to include any and all variations of MISS NUDE WORLD INTERNATIONAL, MISS NUDE INTERNATIONAL, MISS EXOTIC and MISS EROTIC, whereas any variation must include all words in trademarked title.

Seller Initials: 


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Purchaser Initials: 


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SCHEDULE B
ANCILLARY RETAIL PRODUCTS

Any and all interest(s) the Seller may have in videos and/or CD ROMs, including master copies, only as relate to the use of the Assets set forth in Schedule A, providing that such ancillary retail products exists and are the property of the Seller.

Seller Initials: 

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Purchaser Initials: 

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AMENDMENT

This document is an Amendment to the Agreement for Purchase and Sale dated October 11, 2000 by and between BRAVA ENTERPRISES, INC. and GRACINDA CARDOSA for the sale of Trademarks and prior use rights whereby Schedule A of said Agreement shall now be read to include the following pageant titles of prior use and in question:

1. Any and all variations of the title MISS EXOTIC
2. Any and all variations of the title MISS EROTIC
3. Any and all variations of the title MISS NUDE, with the exception of MISS NUDE UNIVERSE
4. Any and all variations of the title MISS NUDE WORLD INTERNATIONAL
5. Any and all variations of the title MISS NUDE INTERNATIONAL
6. Any and all variations of the title CENTERFOLD SEARCH (e.g. INT'L CENTERFOLD SEARCH, USA CENTERFOLD SEARCH, and so on) with the exception of any and all ancillary products (e.g. videos, CD Rom's, and so on)
7. Any and all variations of the title TABLE DANCE FESTIVAL (e.g. USA TABLE DANCE FESTIVAL, WORLD TABLE DANCE FESTIVAL, and so on)
8. Any and all variation of the title TABLE DANCE CHAMPIONSHIP (e.g. USA TABLE DANCE CHAMPIONSHIP, WORLD TABLE DANCE CHAMPIONSHIP, and so on)

IN WITNESS THEREOF, the Parties hereto have executed this Amendment to the Agreement for Purchase and Sale, the day and the year first written above.

WITNESS as to the Seller:

Valerie Christ
 Valerie Christ
 notary public (please print name)

VALERIE CHRIST
 Notary Public, State of New York
 Qualified In Cayuga Co. No. 0168001237
 Commission Expires Sept. 1, 2004

SELLER:

[Signature]
 SAMANTHA L. BURGESS
 (please print name)

WITNESS as to the Purchaser:

 notary public (please print name)

PURCHASER:

 (please print name)

Seller Initials _____

Purchaser Initials _____

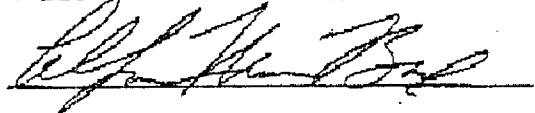
AMENDMENT

This document, entered into this 22nd day of October, 2000, is an Amendment to the Agreement for Purchase and Sale dated October 11, 2000 by and between BRAVA ENTERPRISES, INC. and GRACINDA CARDOSO for the sale of Trademarks and prior use rights whereby SCHEDULE A of said Agreement shall now be read to include the following prior use pageant titles.

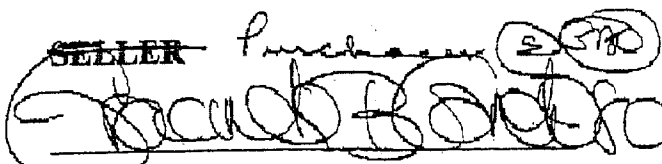
1. Any and all variations of the title MISS NUDE UNIVERSE.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment to the Agreement for PURCHASE and SALE, the day and the year first written above.

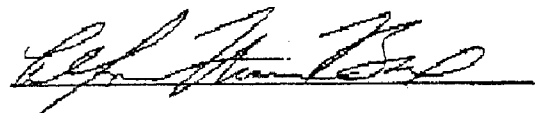
WITNESS as to the Seller:



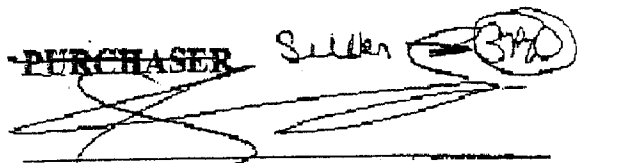
ALFONSO MARRA BAX EXP 04/17/02
notary public (please print name)

~~SELLER~~ Purchaser 
GRACINDA B. CARDOSO
(please print name)

WITNESS as to the Purchaser



ALFONSO MARRA BAX EXP 04/17/02
notary public (please print name)

~~PURCHASER~~ Seller 
SAMANTHA JONES SPRINGER
(please print name)