

01-22-2003

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

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



102343082

Tab settings

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

1. Name of conveying party(ies):

Arica Institute

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Oscar Ichazo

Internal Address:

Street Address: P.O. Box 1246

City: Kihei State: HI Zip: 96751-1246

- Individual(s) citizenship USA 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

OFFICE OF PUBLIC RECORDS 2002 SEP 26 AM 9:09 FINANCE SECTION

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

A. Trademark Application No.(s) B. Registration# 75-542-246

B. Trademark Registration No.(s) 75-060-802, 75-067-633, 75-060-800, 75-542-247

Additional number(s) attached Yes No

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

Name: Harry Meeker

Internal Address:

Street Address: 1 Washington Square Village, Suite # 14-J

City: New York State: NY Zip: 10012-1610

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sybil Boutillier

Name of Person Signing

Sybil Boutillier Signature

August 1, 2002 Date

Total number of pages including cover sheet, attachments, and document: 9

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

09-30-2002

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



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

102236412

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

1. Name of conveying party(ies): Arica Institute

9-26-02

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

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

2. Name and address of receiving party(ies)

Name: Oscar Ichazo Internal Address:

Street Address: P.O. Box 1246 City: Klhei State: HI Zip: 96753-1246

- Individual(s) citizenship USA 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 1, 2002

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

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6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sybil Boutillier Name of Person Signing

Sybil Boutillier Signature

August 1, 2002 Date

Total number of pages including cover sheet, attachments, and document: 9

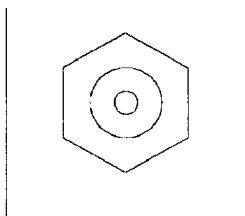
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/30/2002 ANNED1 00000021 75542246

01 FC:481 02 FC:482

40.00 OP 100.00 OP

TRADEMARK REEL: 002652 FRAME: 0880



ARICA INSTITUTE, INC.

145 Palisade Street, Suite 401, Dobbs Ferry, NY 10522-1617 (914) 674-4091 FAX (914) 674-4093

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 20th day of December, 2001 (the "Effective Date"), by and between **Arica Institute, Inc.**, a New York corporation, located at and doing business at 145 Palisade Street, Suite 401, Dobbs Ferry, NY 10522-1617 (hereinafter "Assignor") and **Oscar Ichazo**, an individual residing in Kihei, Maui, HI (hereinafter "Assignee").

RECITALS

WHEREAS, Assignor is the Registered Owner of the trademarks appearing on Exhibit A attached hereto (the "Marks") and registrations therefor;

WHEREAS, Assignor wishes to assign all of its rights, title and interest in and to the Marks, including any and all common law rights therein, registrations therefor, together with the goodwill of the business symbolized by the Marks; and

WHEREAS, Assignee, the original creator of the Marks, wishes to acquire all rights, title and interest in and to the Marks and the registrations therefor;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, terms and conditions hereinafter expressed, the parties agree as follows:

1. Transfer of Rights in Trademark.

1.1 Assignor does hereby assign, grant, transfer and otherwise convey to Assignee, all of Assignor's right, title and interest in and to the Marks, including all of the common law rights therein and registrations therefor, together with the goodwill of the business symbolized by the Marks.

1.2 Assignor agrees to assign U.S. registrations appearing on Exhibit A as of the Effective Date and will execute the short-form assignment, attached hereto as Exhibit B, for recordation with the United States Patent and Trademark Office ("PTO").

2. Representations and Warranties.

Assignor represents and warrants that to the best of its knowledge, (i) the Registrations are current, valid and U.S. trademark registrations, (ii) it has the power and authority to execute this Agreement; (iii) it has not entered into any agreement that conflicts with the terms of this Agreement; and (iv) there are no pending or threatened claims by any third party relating to the use, registration, or ownership of the Marks.

ORIGINAL

TRADEMARK
REEL: 002652 FRAME: 0881

3. Further Assurances.

3.1 Assignor shall execute and deliver to Assignee such documents and take such actions as requested by Assignee to effect the legal transfer of the rights conveyed to Assignee herein.

3.2 Assignor shall assist Assignee in any proceeding that directly or indirectly attacks the validity of any of the registrations, at Assignee's reasonable request, by testifying as to the facts and circumstance surrounding the issuance of the registration and Assignor's use of the Marks.

4. Indemnification. Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any failure of Assignor to convey its interest, free and clear of all third-party liens, claims or encumbrances, to the extent such failure arises prior to the Effective Date.

5. Miscellaneous

5.1 Notice. Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, (b) sent by confirmed telex or fax, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this Section 5.1 (Notices).

If to Assignor:

Arica Institute, Inc.
President
145 Palisade Street, Suite 401
Dobbs Ferry, NY 10522-1617

If to Assignee:

Oscar Ichazo
P.O.Box 1246
Kihei, HI 96753-1246

Such notice will be treated as having been received upon the earlier of actual receipt or five (5) days after posting.

5.2 Binding Effect. This Agreement is binding upon the parties and their respective affiliate corporations (if any), subsidiary corporations (if any), successors, assigns and past, present and future officers, directors, employees, agents and attorneys acting on behalf of any of them.

5.3 Amendment; Waiver. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

5.4 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the intent of the parties and the economic effect of the original term and all other provisions shall continue in full force and effect.

5.5 Governing Law and Language. This Agreement shall be governed by and construed under the laws of the United States and the State of New York as applied to agreements entered into and to be performed entirely within New York between New York residents.

5.6 Costs and Attorneys' Fees. Except as set forth in Paragraph 3.2, each party shall bear its own costs and expenses in complying with the terms of this Agreement.

5.7 Force Majeure. Except for the payment of money, neither party will be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, war, insurrection, riot, act of God or the public enemy, law, act, order, proclamation, decree, regulation, ordinance, or instructions of Government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement) or any other event beyond the reasonable control of the party whose performance is to be excused.

5.8 Construction of Agreement. The respective parties have negotiated this Agreement and the language hereof shall not be construed for or against any party. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement, which shall be considered as a whole.

5.9 Headings. The descriptive headings contained in this Agreement are for convenience or reference only and shall not affect in any way the meaning or interpretation of the Agreement.

5.10 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement.

5.11 Entirety. This Agreement, including all Exhibits to this Agreement, constitutes the entire agreement between the parties with respect to this subject matter and supersedes any and all prior or simultaneous representations, discussions, negotiations, and agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below effective as of the Effective Date.

Dated: December 20, 2001

Dated: 2/6/02

Assignor:

Arica Institute, Inc.

Sybil Boutilier

Name: Sybil Boutilier

Title: President

Assignee:

Author

Oscar Ichazo

Oscar Ichazo



EXHIBIT A

List of Registered Trademarks

Exhibit A

Registered Trademarks to be Transferred From Arica Institute, Inc. to Oscar Ichazo

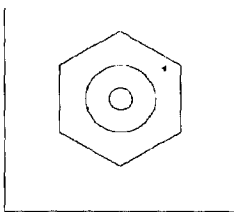
MARK	Serial Number	Registration Number	Date of Status
Universal Logos	75-060,802	2,040,295	2-25-1997
Velocity	75-067,633	2,183,251	8-25-1998
Arica	75-060,800	2,200,854	11-03-1998
Protoanalysis	75-542247	2,288,930	10-26-1999
Psychocalisthenics	75-542246	2,337,592	4-04-2000

Assignment of Trademarks
Exhibit A

TRADEMARK
REEL: 002652 FRAME: 0886

EXHIBIT B

Trademark Assignment for Recordation



ARICA INSTITUTE, INC.

145 Palisade Street, Suite 401, Dobbs Ferry, NY 10522-1617 (914) 674-4091 FAX (914) 674-4093

TRADEMARK ASSIGNMENT

THIS AGREEMENT ("Assignment") is made and entered into as of December 20, 2001 by and between Arica Institute, Inc. ("Assignor" or "Arica"), a New York corporation and Oscar Ichazo, an individual ("Assignee" or "Ichazo").

WHEREAS, Arica and Ichazo have entered into a Trademark Assignment Agreement of even date herewith (the "**Master Agreement**").

WHEREAS, pursuant to the Master Agreement, Ichazo, desires to obtain all rights, title and interest in and to the trademarks, service marks and registrations appearing on Exhibit A (the "Marks") attached hereto.


NOW THEREFORE, for good and valuable consideration, the mutual covenants and agreements contained in the Master Agreement and the covenants and agreements in this Assignment:

Arica Institute, Inc. hereby irrevocably assigns and transfers to Oscar Ichazo all rights, title and interest in and to all state, federal, and common law trademarks, service marks, trade names, and trade dress relating to the Marks, together with the goodwill of the business symbolized by such marks and all state and federal registrations for such marks.

IN WITNESS WHEREOF, Arica has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Arica Institute, Inc.



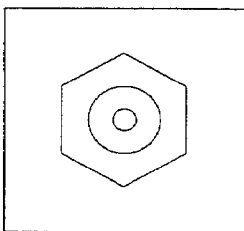
By: Sybil Boutillier

Title: President

ORIGINAL

For Recordation of Assignment with USPTO

TRADEMARK
REEL: 002652 FRAME: 0888



ARICA INSTITUTE, INC.

145 Palisade Street, Suite 401, Dobbs Ferry, NY 10522-1617 (914) 674-4091 FAX (914) 674-4093

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 20th day of December, 2001 (the "Effective Date"), by and between **Arica Institute, Inc.**, a New York corporation, located at and doing business at 145 Palisade Street, Suite 401, Dobbs Ferry, NY 10522-1617 (hereinafter "Assignor") and **Oscar Ichazo**, an individual residing in Kihei, Maui, HI (hereinafter "Assignee").

RECITALS

WHEREAS, Assignor is the Registered Owner of the trademarks appearing on Exhibit A attached hereto (the "Marks") and registrations therefor;

WHEREAS, Assignor wishes to assign all of its rights, title and interest in and to the Marks, including any and all common law rights therein, registrations therefor, together with the goodwill of the business symbolized by the Marks; and

WHEREAS, Assignee, the original creator of the Marks, wishes to acquire all rights, title and interest in and to the Marks and the registrations therefor;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants, terms and conditions hereinafter expressed, the parties agree as follows:

1. Transfer of Rights in Trademark.

1.1 Assignor does hereby assign, grant, transfer and otherwise convey to Assignee, all of Assignor's right, title and interest in and to the Marks, including all of the common law rights therein and registrations therefor, together with the goodwill of the business symbolized by the Marks.

1.2 Assignor agrees to assign U.S. registrations appearing on Exhibit A as of the Effective Date and will execute the short-form assignment, attached hereto as Exhibit B, for recordation with the United States Patent and Trademark Office ("PTO").

2. Representations and Warranties.

Assignor represents and warrants that to the best of its knowledge, (i) the Registrations are current, valid and U.S. trademark registrations, (ii) it has the power and authority to execute this Agreement; (iii) it has not entered into any agreement that conflicts with the terms of this Agreement; and (iv) there are no pending or threatened claims by any third party relating to the use, registration, or ownership of the Marks.

COPY

TRADEMARK
REEL: 002652 FRAME: 0889

3. Further Assurances.

3.1 Assignor shall execute and deliver to Assignee such documents and take such actions as requested by Assignee to effect the legal transfer of the rights conveyed to Assignee herein.

3.2 Assignor shall assist Assignee in any proceeding that directly or indirectly attacks the validity of any of the registrations, at Assignee's reasonable request, by testifying as to the facts and circumstance surrounding the issuance of the registration and Assignor's use of the Marks.

4. Indemnification. Assignor shall indemnify, defend and protect Assignee, and hold Assignee harmless from and against, any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of any failure of Assignor to convey its interest, free and clear of all third-party liens, claims or encumbrances, to the extent such failure arises prior to the Effective Date.

5. Miscellaneous

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Arica Institute, Inc.
President
145 Palisade Street, Suite 401
Dobbs Ferry, NY 10522-1617

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Oscar Ichazo
P.O.Box 1246
Kihei, HI 96753-1246

Such notice will be treated as having been received upon the earlier of actual receipt or five (5) days after posting.

5.2 Binding Effect. This Agreement is binding upon the parties and their respective affiliate corporations (if any), subsidiary corporations (if any), successors, assigns and past, present and future officers, directors, employees, agents and attorneys acting on behalf of any of them.

5.3 Amendment; Waiver. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

5.4 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the intent of the parties and the economic effect of the original term and all other provisions shall continue in full force and effect.

5.5 Governing Law and Language. This Agreement shall be governed by and construed under the laws of the United States and the State of New York as applied to agreements entered into and to be performed entirely within New York between New York residents.

5.6 Costs and Attorneys' Fees. Except as set forth in Paragraph 3.2, each party shall bear its own costs and expenses in complying with the terms of this Agreement.

5.7 Force Majeure. Except for the payment of money, neither party will be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, war, insurrection, riot, act of God or the public enemy, law, act, order, proclamation, decree, regulation, ordinance, or instructions of Government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement) or any other event beyond the reasonable control of the party whose performance is to be excused.

5.8 Construction of Agreement. The respective parties have negotiated this Agreement and the language hereof shall not be construed for or against any party. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement, which shall be considered as a whole.

5.9 Headings. The descriptive headings contained in this Agreement are for convenience or reference only and shall not affect in any way the meaning or interpretation of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below effective as of the Effective Date.

Dated: December 20, 2001

Dated: 2/6/02

Assignor:

Arica Institute, Inc.

Sybil Boutilier
Name: Sybil Boutilier

Title: President

Assignee:

Author

Oscar Ichazo
Oscar Ichazo