

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

310 Motoring, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other _____
- 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: 05/23/2003
Effective Date: 04/15/2003

2. Name and address of receiving party(ies)

Name: 310 Global Brands, Inc.

Internal Address: _____

Street Address: 225 South Sepulveda Boulevard

City: Manhattan Beach State: CA Zip: 90266

- Individual(s) citizenship _____
- 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

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

A. Trademark Application No.(s) 78/189743;
76/497617; 76/497623; 76/497624

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: Diane M. Lambillotte, Esq.

Internal Address: Riordan & McKinzie

Street Address: 300 South Grand Avenue,
29th Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1367

DO NOT USE THIS SPACE

9. Signature.

Diane M. Lambillotte
Name of Person Signing


Signature


June 19, 2003
Date

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$115.00 501367 78189743

2132298550;
06/19/2003
700033987

Form PTO-1594 (Rev. 10/02) OMB No. 0851-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
TRADEMARKS ONLY					
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): 310 Motoring, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>California</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>310 Global Brands, Inc.</u> Internal _____ Address: _____ Street Address: <u>225 South Sepulveda Boulevard</u> City: <u>Manhattan Beach</u> State: <u>CA</u> Zip: <u>90266</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment.) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>05/23/2003</u> Effective Date: <u>04/15/2003</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>78/189743;</u> <u>76/497617; 76/497623; 76/497624</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) _____		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Diane M. Lambillotte, Esq.</u> Internal Address: <u>Riordan & McKinzie</u> Street Address: <u>300 South Grand Avenue,</u> <u>29th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u>			6. Total number of applications and registrations involved: <u>4</u>		
			7. Total fee (37 CFR 3.41).....\$ <u>115.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>50-1367</u>		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Diane M. Lambillotte</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%;"> <u>June 18, 2003</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages, including cover sheet, attachments, and documents: <u>6</u> </div>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20531

TRADEMARK ASSIGNMENT

WHEREAS, **310 Motoring, Inc.**, a California corporation, **310 National, Inc.**, a California corporation, **310 Racing, LLC**, a California limited liability company and **310 Merchandising, LLC**, a California limited liability company (collectively, "Assignors"), have adopted, own, are using and/or have a *bona fide* intent to use the trademarks listed on Exhibit A hereto (the "Marks") in connection with various goods and services; and

WHEREAS, Assignor **310 Motoring, Inc.**, with its principal places of business at 8337 South Hindry Avenue, Los Angeles, California 90045 has filed intent-to-use applications on the Principal Register of the United States Patent and Trademark Office for the Marks in connection with the goods and services identified therein (the "Applications"); and

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement dated April 15, 2003 (the "Asset Purchase Agreement"), which, along with the promises contained herein, constitute mutual consideration for the promises herein;

WHEREAS, **310 Global Brands, Inc.**, a Delaware corporation, with its principal place of business at 225 South Sepulveda Boulevard, Manhattan Beach, California 90266 ("Assignee"), desires to acquire the Marks, the pending Applications, and the business of Assignors and accompanying goodwill in connection with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Assignors hereby SELL, ASSIGN and TRANSFER to Assignee all right, title, and interest in and to the Marks and the pending Applications therefor and any resulting registrations thereof, together with that portion of Assignors' business in connection with which one or more of them have a *bona fide* intent to use the Marks, and the goodwill of the business symbolized by the Marks.

2. Assignors AGREE to assist Assignee in every proper way, at Assignee's expense, to obtain and enforce United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments, improvements or trade secrets assigned hereunder. To that end Assignors will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as Assignee may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof.

3. Assignors APPOINT and designate irrevocably Assignee and its duly authorized officers and agents as their agent and attorney-in-fact, to act for and in their behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by Assignors, in the event Assignee is unable for any reason, after reasonable effort, to secure Assignors' signature on any document needed in connection with the actions specified in the preceding paragraph. Assignors hereby waive and quitclaim to Assignee any and all claims of any nature whatsoever which they now or may hereafter have for infringement of any proprietary rights assigned hereunder to the Assignee.

This Assignment is effective as of April 15, 2003.

310 MOTORING, INC.

By: Mary P. Laidler
Name: Marc Laidler
Its: President
Date: 5/23/03

310 NATIONAL, INC.

By: Mary P. Laidler
Name: Marc Laidler
Its: President
Date: 5/23/03

310 RACING, LLC

By: Mary P. Laidler
Name: Marc Laidler
Its: Manager
Date: 5/23/03

310 MERCHANDISING, LLC

By: Mary P. Laidler
Name: Marc Laidler
Its: Manager
Date: 5/23/03

EXHIBIT A

<u>Trademark</u>	<u>U.S. Serial No.</u>	<u>Date Filed</u>
310	78/189743	November 27, 2002
310 CLOTHING	76/497617	March 17, 2003
310 MOTORING	76/497623	March 17, 2003
310 PRODUCTIONS	76/497624	March 17, 2003

TRADEMARK ASSIGNMENT

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WHEREAS, **310 Global Brands, Inc.**, a Delaware corporation, with its principal place of business at 225 South Sepulveda Boulevard, Manhattan Beach, California 90266 ("Assignee"), desires to acquire the Marks, the pending Applications, and the business of Assignors and accompanying goodwill in connection with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

LADOC5_507885_1

1. Assignors hereby SELL, ASSIGN and TRANSFER to Assignee all right, title, and interest in and to the Marks and the pending Applications therefor and any resulting registrations thereof, together with that portion of Assignors' business in connection with which one or more of them have a *bona fide* intent to use the Marks, and the goodwill of the business symbolized by the Marks.
2. Assignors AGREE to assist Assignee in every proper way, at Assignee's expense, to obtain and enforce United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments, improvements or trade secrets assigned hereunder. To that end Assignors will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as Assignee may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof.
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This Assignment is effective as of April 15, 2003.

310 MOTORING, INC.

310 NATIONAL, INC.

By: Marc Laidler
Name: Marc Laidler
Its: President
Date: 5/23/03

By: Marc Laidler
Name: Marc Laidler
Its: President
Date: 5/23/03

310 RACING, LLC

310 MERCHANDISING, LLC

By: Marc Laidler
Name: Marc Laidler
Its: Manager
Date: 5/23/03

By: Marc Laidler
Name: Marc Laidler
Its: Manager
Date: 5/23/03

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