

03-10-2003

Form PTO-1594

(Rev. 10/02)

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼

3-4-03

RECO
TF



102385079

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):

BRIDGESTONE MULTIMEDIA
GROUP, INC.

- Individual(s)
- General Partnership
- Corporation-State
- 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: JAN. 23, 2003

2. Name and address of receiving party(ies)

Name: ALPHA OMEGA PUBLICATIONS, INC.

Internal

Address: _____

Street Address: 300 N. MCKEMY AVE.

City: CHANDLER State: AZ Zip: 85226

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State AZ
- 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) _____

B. Trademark Registration No.(s) 2514753

Additional number(s) attached Yes No

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

Name: Laurie Rhoades, Esq.

Internal Address: PO Box 100156

Street Address: PO Box 100156

City: Denver State: CO Zip: 80250

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$100.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Laurie A. Rhoades

Name of Person Signing

Laurie Rhoades

Signature

2/25/2003

Date

3

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

03/07/2003 LHMELLER 00000066 2514753

01 FC:8521

40.00 DP

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

TRADEMARK
REEL: 002686 FRAME: 0446

ASSIGNMENT

THIS ASSIGNMENT is made and entered into this 23rd day of January, 2003, but is effective as of the 1st day of January, 2003, by and between BRIDGESTONE MULTIMEDIA GROUP, INC., a Nevada corporation located at 300 N. McKemy Avenue, Chandler, AZ 85226, hereinafter called "Assignor" and ALPHA OMEGA PUBLICATIONS, INC., an Arizona corporation located at 300 N. McKemy Avenue, Chandler, AZ 85226, hereinafter called "Assignee."

WHEREAS, Assignor owns one hundred percent (100%) of all right, title and interest in and to that certain trademark more particularly described hereinbelow; and

WHEREAS, Assignor wishes to assign to Assignee one hundred percent (100%) being all of Assignor's right, title and interest in and to that trademark more particularly described hereinbelow and any extensions and renewals thereof and for any and all state and common law tradename, trade dress, and associated rights in and to the trademark more particularly described hereinbelow; and

WHEREAS, Assignee has agreed to and accepted the terms and conditions of this Assignment;

NOW THEREFORE, for good and valuable consideration paid by the Assignee, receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, transfers, and sets over to Assignee all Assignor's right, title and interest whatsoever in and to the following trademark, along with any and all renewals and extensions of said trademark, all state and common law rights and all contract rights associated therewith:

TRADEMARK	USPTO REGISTRATION NUMBER	USPTO SERIAL NUMBER	EFFECTIVE DATE
KINGDOM UNDER THE SEA	2514753	76111975	Dec. 4, 2001

This Assignment shall inure to the benefit of Assignee, its successors and assigns to have and to hold for the duration and existence of the trademark and any and all renewals and extensions thereof.

Further, Assignor hereby warrants and represents to Assignor that the trademark described herein is owned by it free and clear of any liens and/or encumbrances, and that it has full right, title and authority to sell, transfer and convey this trademark to any party that it so chooses without the requirement to obtain the consent of any other party.

Assignor will hold Assignee harmless from and against the claims of any third parties who assert any rights in the subject trademark which are inconsistent with any of the warranties or representations made to Assignee herein.

This Assignment is made in perpetuity with no reservations regarding use or duration.

This Assignment is effective January 1, 2003, and executed this 23RD day of ~~December, 2002,~~
JANUARY, 2003.

Assignor:

BRIDGESTONE MULTIMEDIA GROUP, INC.



By: 4th RESIDENT, CEO & CHAIRMAN

Its: _____

Assignee:

ALPHA OMEGA PUBLICATIONS, INC.

By: Scott TC Dewitt

Its: President