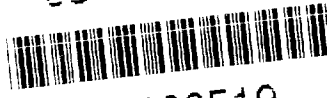


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): PAUL KILDANI 3.13.03
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State
[ ] Other United States citizen
Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: DJR HOLDINGS, LLC
Internal
Address:
Street Address: 512 Seventh Avenue, 43rd Fl.
City: New York State: NY Zip: 10018
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State
[x] Other New York Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:
[x] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: February 25, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/183,933
B. Trademark Registration No.(s)
Additional number(s) attached [ ] Yes [x] No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brad D, Rose, Esq.
Internal Address: Pryor Cashman Sherman & Flynn LLP
Street Address: 410 Park Avenue, 10th Floor
City: New York State: NY Zip: 10022

7. Total fee (37 CFR 3.41) \$ 40.00
[ ] Enclosed
[x] Authorized to be charged to deposit account
8. Deposit account number:
Account No. 500-932

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9. Signature.
Brad D. Rose, Esq.
Name of Person Signing
[Signature]
Signature
March 12, 2003
Date
Total number of pages including cover sheet, attachments, and document: 3

2003 MAR 13 AM 4:15
FINANCE SECTION

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

03/18/2003 T01A21 00000034 500932 78183933 01 FC:8521 40.00 CH

TRADEMARK REEL: 002694 FRAME: 0832

## ASSIGNMENT OF TRADEMARK

This Agreement (hereinafter "Agreement") is made and entered into effective February 25, 2003 (hereinafter the "Effective Date") by and between PAUL KILDANI, an individual and United States citizen, with an address of 2925 B Oceanside Boulevard, Oceanside, CA 92054 (hereinafter the "ASSIGNOR") on the one hand, and DJR HOLDINGS, LLC, a limited liability company organized under the laws of the State of New York with an office at 512 Seventh Avenue, 43<sup>rd</sup> Floor, New York, NY 10018 (hereinafter the "ASSIGNEE"), on the other hand;

WHEREAS, ASSIGNOR owns the trademark application set forth below (hereinafter the "Mark");

DEFCON 3, Appl. No. 78/183,933, filed on November 12, 2002

WHEREAS, ASSIGNEE owns the trademark applications set forth below;

DEF CON III in cl. 5, Appl. No. 76/378,835, filed on March 1, 2002

DEF CON III in cl. 32, Appl. No. 76/378,834, filed on March 1, 2002

DEFCON 3 in cl. 5, Appl. No. 76/473,506, filed on December 9, 2002

DEFCON 3 in cl. 32, Appl. No. 76/473,505, filed on December 9, 2002

WHEREAS, ASSIGNEE wishes to acquire from ASSIGNOR all of its right, title and interest in, to and under such Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE, its successors, assigns and legal representatives forever, ASSIGNOR's entire right, title and interest in and to such Mark, together with that part

of the goodwill of ASSIGNOR's business connected with the use thereof and symbolized thereby and any and all of ASSIGNOR's other rights, privileges and priorities provided under the United States, state or foreign law with respect to the Mark, including without limitation ASSIGNOR's common law rights and rights under the laws of unfair competition (hereinafter the "Transferred Rights") and any and all of ASSIGNOR's rights to obtain renewals, reissues, and extensions for such Mark upon registration of such Mark or other legal protections pertaining to the Transferred Rights.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

**PAUL KILDANI**

By: \_\_\_\_\_

**DJR HOLDINGS, LLC**

By: \_\_\_\_\_

Russell Simmons  
Managing Member