

04-25-2003

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

RECORDATION FC
TRADEMA



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Kenneth R. Hensch D/B/A
Millenium Tech

- 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: Pipedream Products, Inc
Internal Address: _____

Street Address: 21500 Gledhill st.
City: Chatsworth State: CA Zip: 91311

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- 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: March 28, 2003

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

A. Trademark Application No.(s)
74549792

B. Trademark Registration No.(s)
2063661

Additional number(s) attached Yes No

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

Name: James Sedivy

Internal Address: _____

Street Address: 16027 Ventura Blvd.
#600

City: Encino State: CA Zip: 91436

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

JAMES SEDIVY

Name of Person Signing

[Signature]

Signature

4/18/03

Date

Total number of pages including cover sheet, attachments, and document: 3

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

OFFICE OF TRADEMARK RECORDS
2003 APR 23 AM 8:50
FINANCE SECTION

14/24/003 DBYRME 0000010E 74549792

01 FC: 1521

40.00 BP

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark Agreement (the "Agreement") is made and entered into as of this 28th day of March, 2003, by and between Kenneth R. Hensch, d/b/a Millenium Tech ("Assignor"), and all individuals and entities controlling Assignor, whose current address is P.O. Box 870, Big Bear Lake, CA, on the one hand, and Pipedream Products, Inc. ("Assignee") whose current address is 21500 Gledhill Street, Chatsworth, CA 91311, on the other hand, with the parties agreeing as follows:

1. For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor irrevocably sells, assigns and transfers to Assignee, all of Assignor's right, title and interest, including any and all causes of action for infringement of the same, past, present and future, including the proceeds from the foregoing, in the following trademark registered under the identified registration numbers (hereinafter individually and collectively referred to as the "Mark"):

<u>Mark</u>	<u>U.S. Trademark Office Number</u>
BODY HEAT	Registration No. 2063661 Serial No. 74549792

2. Assignor warrants and represents that he is the sole and complete owner of and has the exclusive right to use the Mark, free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the Mark that is in conflict with this Agreement. Assignor further warrants and represents that he has not registered, and will not register, the Mark with any foreign jurisdiction.

3. This Agreement may be amended only in a writing signed by the parties.

4. If any term, provision, or application of this Agreement is held invalid or unenforceable, the remainder of the Agreement, and any application of its terms and provisions will not be affected by that invalidity, but will remain valid and enforceable.

5. If any litigation is begun between the parties to this Agreement concerning the assignment and transfer made by it, and the warranties and representations contained herein, the prevailing party in the litigation will be entitled, in addition to any other relief as may be granted, to a reasonable sum for its actual attorneys' fees and costs in the litigation.

6. This Agreement constitutes the sole agreement between the parties respecting the assignment and the transfer of the rights to the Mark, and correctly sets forth the mutual obligations of the parties as of this date.

7. This Agreement shall be governed by the laws of the State of California, with any court of competent jurisdiction located in Los Angeles County being the proper venue.

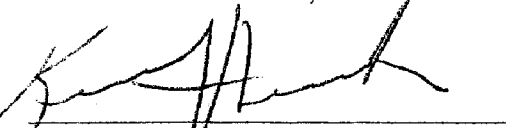
8. Upon execution of this Agreement, Assignor shall deliver to Assignee the original Certificates of Registration issued by the U.S. Trademark Office relating to the Registration Number set forth in Section 1 of this Agreement.

9. Assignor warrants and represents that he will fully cooperate with Assignee in the filing of this Agreement with the U.S. Trademark Office, and upon the request of Assignee, shall immediately execute any additional documents as may be required by the U.S. Trademark Office and the appropriate office of any other nation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR

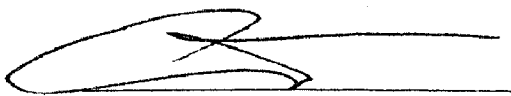
Kenneth R. Hensch, d/b/a Millenium Tech



Kenneth R. Hensch

ASSIGNEE

Pipedream Products, Inc.



By: Nick Orlandino
Its Chief Operating Officer

