

FORM PTO-1594
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M&G 1269a 9-US-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
GWI/CSI Partnership #2

Individuals
 General Partnership
 Corporation
 Other: a California General Partnership

Association
 Limited Partnership

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

2. Name and address of receiving party(ies):
Monterey Bay Clothing Company LLC
5857 Owens Avenue
Carlsbad, California 92008

Individual(s) citizenship
 General Partnership
 Corporation
 Other: Delaware limited liability company

Association
 Limited Partnership

If assigner is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment
 Security Agreement
 Other: Declaration/Memorandum of Trademark Assignment

Merger
 Change of Name

Execution Date: October 31, 2003

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

A. Trademark Application No.(s)/ Mark(s)
76/021,791 - WHATEVER IT TAKES

B. Trademark Reg. No.(s)/Mark(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Anna W. Manville**
Address: **MERCHANT & GOULD P C**
P.O. Box 2910
Minneapolis, MN 55402-0910


6. Total number of applications and trademarks involved: **1**

7. Total fee (37 CFR 3.41): **\$40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: **13-2725**

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.

Anna W. Manville  **11/3/03**
Name of Person Signing Signature Date

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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DECLARATION/MEMORANDUM OF TRADEMARK ASSIGNMENT

I, Michael Vikesland, hereby declare as follows:

1. I am the President, of Monterey Bay Clothing Company ("MBCC"), a Delaware Limited Liability Company, the current owner of Application Serial No. 76/021,791 for the mark WHATEVER IT TAKES, (the "Mark").
2. I have been continuously employed by MBCC since May 25, 2001.
3. I was an officer of California Style, Inc., a Delaware corporation and the former owner of the mark WHATEVER IT TAKES. California Style, Inc. has been dissolved.
4. California Style, Inc. owned all right, title and interest in and to the WHATEVER IT TAKES mark and Application Serial No. 76/021,791, and all common law rights associated with the use of the Mark, and the goodwill developed through prior use of the Mark.
5. Pursuant to a certain Partnership Agreement made on August 1, 2001 between Graham Webb International Limited Partnership, a Minnesota Limited Partnership and California Style, Inc., a California General Partnership was created under the name of GWI/CSI Partnership #2. GWI/CSI Partnership #2 acquired all of California Style, Inc.'s right, title, and interest in and to the WHATEVER IT TAKES mark, Application Serial No. 76/021,791, all common law rights associated with the use of the Mark, the goodwill developed through prior use of the Mark, and the portion of the business of California Style, Inc. to which the WHATEVER IT TAKES mark pertains, said business being ongoing and existing at the time of the assignment.
6. Pursuant to a Contribution and Purchase Agreement dated August 1, 2001 between GWI/CSI Partnership #2, a California General Partnership and MBCC, MBCC acquired all of the Partnership's right, title and interest in and to the mark WHATEVER IT TAKES, the Application Serial No. 76/021,791 for the Mark, all common law rights associated with the use of the Mark, and the goodwill developed through prior use of the Mark, and the portion of the business to which the WHATEVER IT TAKES mark pertains, said business being ongoing and existing at the time of the assignment.
7. I now execute this Declaration/Memorandum of Trademark Assignment to confirm and make of record the transfer of ownership in the WHATEVER IT TAKES mark to MBCC.
8. As an officer of MBCC, I hereby declare that there was a valid assignment of the mark WHATEVER IT TAKES, together with the goodwill associated with the Mark, Application Serial No. 76/021,791, and the portion of the business to which the Mark pertains. Such assignment to MBCC was duly executed on August 1, 2001.

The undersigned further declares that all statements made herein of his own knowledge are true and that all statements made on information and belief and believed to be true; and

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MONTEREYBAY CLOTHING

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further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or documents or any registration resulting therefrom.

By: 
Michael Vikesland

Date: 10/31/03

Title: PRESIDENT