

06-03-2003



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TRADEMARKS

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S. J. P. US

ASSIGNMENT (DOCUMENT) COVER SHEET (37 C.F.R. § 3.31)

Attached please find an assignment document for recordal.

IDENTIFICATION OF PATENTS AND TRADEMARK
FOR ASSIGNMENT/DOCUMENT RECORDAL
(37 C.F.R. § 3.21 and 37 C.F.R. § 3.31(a)(4))

OFFICE OF PUBLIC RECORDS
2003 MAY 28 PM 3:19
FINANCE SECTION

1. This assignment is for the following trademark application:

Trademark Application No. 75/833,692

TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS
AND TOTAL FEE

- 2. A. The total number of patents and trademarks identified in this cover sheet is: 1.
- B. The total fee is (37 C.F.R. § 1.21(h)): 1 x \$40.00 = \$40.00
- C. Payment of fee is made by the attached check for \$40.00.

CERTIFICATION UNDER 37 C.F.R. 1.8(a) and 1.10*

I hereby certify that, on the date shown below, this correspondence is being deposited with the United States Postal Service in an envelope addressed to Box Assignments, Commissioner of Patents and Trademarks, Washington, D.C. 20231.

37 C.F.R. 1.8(a)

37 C.F.R. 1.10*

with sufficient postage as first class mail.

as "Express Mail Post Office to Address"
Mailing Label No. EU713703302US

Richard A. Ryan
Signature

Richard A. Ryan
(type or print name of person certifying)

Date: 5/28/2003

06/02/2003 TDIAZ1 00000014 75833692
01 FC:8521 40.00 OP

(Assignment (Document) Cover Sheet—page 1 of 3)

**NAME OF PART CONVEYING INTEREST
(37 C.F.R. § 3.31(a)(1))**

3. The party conveying interest is: Madman Apparel, a California partnership

**NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST
(37 C.F.R. § 3.31 (a)(2))**

4. The rights are being conveyed to:

Michael L. Mierau
5494 E. Lamona, Suite 124
Fresno, CA 93727

**DESCRIPTION OF INTEREST CONVEYED OR
TRANSACTION RECORDED (37 C.F.R. § 3.31(a)(3))**

5. The accompanying document intends to accomplish an assignment.

**NAME AND ADDRESS OF PARTY TO WHOM
CORRESPONDENCE SHOULD BE MAILED (37 C.F.R. § 3.31 (a)(5))**

6. Please address correspondence to:

Richard A. Ryan
Ryan & Engnath
8469 N. Millbrook Ave., Suite 104
Fresno, CA 93720

Telephone No.: (559) 447-1862

Facsimile No.: (559) 447-1042

Customer No.: 29762

**DATE ASSIGNMENT (DOCUMENT) EXECUTED
(37 C.F.R. § 3.31(a)(7))**

7. The attached reassignment document was executed on March 18, 2002.

LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

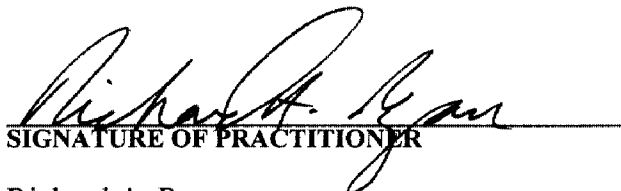
8. The attached document is in the English language.

ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

9. Submitted herewith is a true copy of the original document, which I certify to be a true copy.

STATEMENT AND SIGNATURE

10. 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.


SIGNATURE OF PRACTITIONER

Reg. No. 39,014

Richard A. Ryan

Tel. No.: (559) 447-1862

Ryan & Engnath
8469 N. Millbrook Ave., Suite 104

Customer No.: 29762

Fresno, CA 93720

TOTAL NUMBER OF PAGES BEING SUBMITTED

11. The total number of pages being submitted, **including documents** are: 9

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into effective as of this 26th day of September, 2002, by and between MICHAEL L. MIERAU ("Mierau") and MADMAN APPAREL, a California partnership (the "Partnership").

RECITALS:

A. Mierau and Ronnie Mehling (Mehling) were the sole partners of the Partnership. The Partnership, on October 30, 1999, filed a trademark application for the trademark "MADMAN APPAREL" with the United States Patent and Trademark Office (the "PTO") which application was assigned trademark application Serial No.75/833,692 (hereinafter, the "Trademark").

B. On September 25, 2002, by virtue of that certain "AGREEMENT TO PURCHASE AND SELL" executed by Mierau and Mehling, a copy of which is attached hereto as Exhibit "1" (the "Sale Contract"), Mehling sold all of his interest in the Partnership and the Partnership assets, including the Trademark, to Mierau. Subsequent thereto, Mierau owned and operated the prior Partnership's business, as a sole proprietorship. A "NOTICE OF DISSOLUTION OF PARTNERSHIP AND CONTINUANCE OF BUSINESS AS SOLE PROPRIETORSHIP" was signed by Mehling and Mierau on September 25, 2002 and a true and correct copy thereof is attached hereto as Exhibit 2 and incorporated herein (the "Notice").

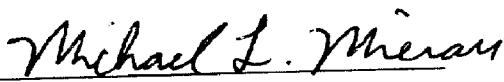
C. Pursuant to the authorization to wind up the affairs of the Partnership given to Mierau in the Notice, Mierau by execution of this Agreement, transfers the interest of the Partnership to Mierau as permitted by the Sale Contract.


D. By virtue of the Sale Contract, Mehling no longer has an interest in the Partnership or the Trademark.

NOW THEREFORE, for good and valuable consideration as set forth in the Sale Contract and Notice, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Assignment of Trademark. The Partnership, Madman Apparel, hereby wholly assigns to Mierau all of its existing and future right, title and interest in and to the Trademark, including without limitation, all goodwill associated with the Trademark, claims to priority of use of the Trademark and right to file for trademark protection in the United States and any country foreign to the United States.

IN WITNESS WHEREOF, the parties have executed this Agreement this 22 day of April, 2003 at Fresno, California, but effective as of September 26, 2002.


Michael L. Mierau

Madman Apparel, a California partnership
By: 
Michael L. Mierau,
Partner and Authorized Agent

AGREEMENT TO PURCHASE AND SELL

THIS AGREEMENT TO PURCHASE AND SELL ("Agreement"), is made and entered into and is effective this 25th day of September, 2000, by and between RONNIE MEHLING, (herein referred to as "Seller") and MIKE MIERAU, (herein referred to as "Buyer").

RECITALS

A. Seller and Buyer have been doing business under an oral partnership agreement known as Madman Apparel (hereinafter the "Partnership" and/or the "Company"); and

B. Seller and Buyer desire to terminate said partnership. In that connection, Buyer desires to purchase and Seller desires to sell certain equipment, the "Madman Apparel" trade name, and inventory of the business and to conduct the former Company business hereinafter as a sole proprietorship on the terms set forth herein;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. Sale and Purchase of Partnership Interest. Subject to the terms of this Agreement, Seller hereby sells, for \$10,000.00 cash, receipt of which is hereby acknowledged, all of Seller's interest (50%) in the Madman Apparel Partnership and business as herein specified.

2. Notice of Dissolution. The parties agree to sign and publish a Notice of Dissolution, at the expense of Buyer, in the form attached hereto as exhibit A.

3. Intent of Buyer to continue Madman Apparel Business as a sole proprietorship. From and after the date hereof, the parties mutually acknowledge and agree that Buyer may conduct the Madman Apparel business and use said trade name as his sole and separate business, without any claim from Seller regarding the use of the trade name or the operation of the business.

4. Seller's Covenants, Representations and Warranties. Seller covenants, represents and warrants as follows:

a. That as of the date hereof he has removed from the former partnership's E. Lamona premises, (with Buyer's consent) as Seller's sole property, certain desks, copiers, scanners, computers, office equipment, fax machine, supplies and inventory formerly used by but not owned by the Partnership. What remains in the E. Lamona shop from and after the date hereof belongs to Buyer's sole proprietorship.

b. The Seller consents to the dissolution of the Partnership and further consents to the Buyer's continuation of the apparel business using the name, Madman Apparel, at the Partnership's E. Lamona address.

c. The Seller is one of the two lawful owners (with Buyer) of the Partnership business known as Madman Apparel.

d. Seller relinquishes any and all claims to partnership income/loss from and after the date hereof.

5. Buyer's Indemnities. Buyer will indemnify, protect and save and hold harmless the Seller against and in respect of:

a. Any tax or assessment, including interest and penalties imposed upon the Company resulting from a final determination by any tax authority less any tax credits, refunds and reduction realized

or credited to the Company or the Seller from adjustments to such taxable income, for all taxable years of the Company prior to the current fiscal year.

b. Any and all liabilities of the Company of any nature, whether accrued, absolute, contingent or otherwise, existing from the beginning of time through the date hereof, and also including those incurred after September 1, 2000, in the ordinary course of business. It is understood that Buyer shall be responsible for the preparation and filing of the income tax returns of the Company for the current fiscal year and Buyer shall have full responsibility for any taxes that may be due and payable for the current fiscal year, except to the extent that any tax may be due and payable by reason of the inaccurate reporting of any transaction of the Company for the current fiscal year upon the books of the Company and to that extent, Buyer shall also be responsible.

c. Any and all liabilities of or claims against the Company arising out of the conduct of the Company business, including those in the ordinary course of business.

d. Any and all liabilities of or claims against the Company arising out of any existing contract or commitment of the Company.

e. Any and all liability, damage, costs, deficiency, or expense (including attorneys' fees) resulting from any misrepresentation, material omission, breach of warranty, or nonfulfillment of any covenant or agreement on the part of the Company, the Partnership, including those under or relating to this Agreement.

f. Any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.

g. Buyer hereby indemnifies and agrees to hold Seller free and harmless from any and all costs, debts, losses, liabilities, claims, damages, obligations or liens against any of the Madman Apparel business from the beginning of time and continuing forward, including but not limited to all costs to defend Buyer against any such obligations/debts or claims.

6. **Reimbursement by Buyer.** The Buyer will reimburse the Seller in respect of any liability, damage, costs, deficiency or expense to which the foregoing indemnities set forth relate.

7. **Seller's Right to Defend.** If any claim is made against the business as the result of which liability of the Seller might arise by reason of any of Buyer's indemnities hereunder, Seller shall have the right to defend against any such claim. Written notice of such claim shall be given promptly by the Buyer to the Seller and the Seller shall be afforded a reasonable opportunity to examine and use the books and records of the Company to determine the merits of such claim and to defend the same at their own cost and expense or to join in the defense thereof.

8. **Buyer's Covenants, Representations and Warranties.**

Buyer covenants, represents and warrants as follows:

a. That Buyer will retain the business records of Company relating to the past operations thereof for a period of three (3) years following the date hereof and will permit Seller to examine said business records during reasonable hours upon reasonable notice.

b. That Buyer will notify Seller of any pending litigation or correspondence on notice from creditors indicating an intent to proceed with litigation or foreclose on any obligation of Company or its successor entity where the sum involved is in excess of One Thousand Dollars (\$1,000).

c. That Buyer will indemnify and hold Seller harmless from any and all liability, damage, costs, deficiency, or expense (including attorneys' fees) resulting from any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement on the part of the Buyer under or relating to this Agreement, the conduct of the sole proprietorship, the use of the tradename, Madman Apparel and/or any and all other operational expenses of the Madman Apparel business from and after the date hereof.

9. **Survival of Warranties.** The covenants, representations, agreements and warranties of Seller and Buyer herein contained shall be true and complete as of the date hereof. Said covenants, representations and

warranties shall be deemed and construed to be continuous for the periods of the respective applicable statutes of limitation.

10. **Risk of Loss.** The risk of loss or damage as well as the risk of operational costs and obligations (including rent, utilities, employee expenses, cost of goods, costs of services, liability to customers, etc.) to any of the assets of Company or to any assets of the business that shall continue with Buyer, hereafter, shall be upon Buyer from and after September 25, 2000.

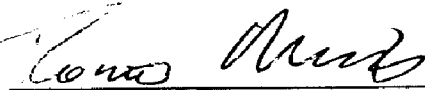
11. **No Non-Competition.** The Seller and Buyer mutually agree that they may both continue to pursue separate business interests in the apparel, screen print, tee-shirt or other business industries heretofore conducted by the Partnership, without any prohibition on either party relating to goods, customer lists, designs or ideas/methods of doing business. The only limitation to this Agreement is that the tradename, Madman Apparel now belongs to Buyer, as a sole proprietor of that name only. Either party shall be free to develop such other markets, trade names, (whether or not similar in name, design or appearance to Madman Apparel) goods or services as either may elect to pursue.

12. **Buyer to Assume all Debt/Pay all Expenses of Partnership/Company.** From and after the date hereof, any and all Partnership/Company and/or Madman Apparel debt, obligation or co-obligation of Buyer/Seller shall be assumed and paid for exclusively and solely by Buyer. In this regard, the parties acknowledge and agree that any and all funds loaned, provided, gifted and/or supplied by Don or Bev Mierau for whatever purposes to the Company, the Partnership, or to any joint enterprises of Seller/Buyer shall be the sole and exclusive obligation of Buyer to repay and/or resolve, to the extent that such amounts need to be repaid/resolved/retired and/or dealt with in any manner. This would include but would not be limited to capital contributions, loans, credit card uses for Company business, etc.

13. **Additional Documents.** The parties hereto agree to execute all additional documents and instruments necessary to carry out the intent of this Agreement. This is the sole and only written agreement by and between the parties and may only be modified by a separate, mutually signed, written agreement.

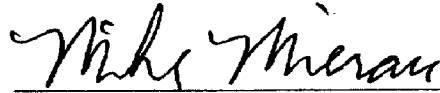
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:



Ronnie Mehling

BUYER:

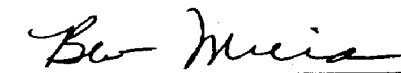


Mike Mierau

Agreed to and accepted by:



Don Mierau



Bev Mierau

234800.5.155.firm.madman.purchase


**NOTICE OF DISSOLUTION OF PARTNERSHIP
AND CONTINUANCE OF BUSINESS AS SOLE PROPRIETOR**

NOTICE IS HEREBY GIVEN pursuant to Section 15035.5 of the California Corporations Code that the Partnership composed of RONNIE MEHLING and the MIKE MIERAU doing business as "MADMAN APPAREL", hereinafter referred to as the "Partnership," at 5494 E. Lamona, Suite 124, Fresno, California, is dissolved as of September 25th, 2000, by mutual consent of the partners; and that from and after September 26, 2000, the Madman Apparel business of the former Partnership shall be conducted by Mike Mierau, as a sole proprietor.

NOTICE IS ALSO HEREBY GIVEN that from and after September 25, 2000, the Partnership is dissolved, Ronnie Mehling is discharged of any and all Partnership obligations, and Mike Mierau assumes all Partnership obligations, of any kind, as previously incurred prior, to the date hereof.

NOTICE IS ALSO HEREBY GIVEN that Mike Mierau has exclusive authority to wind up the affairs of the Partnership, and that neither Mike Mierau nor Ronnie Mehling is authorized to incur debts or obligations for or on behalf of the Partnership from and after September 25, 2000.

Dated: September 25, 2000



Mike Mierau



Ronnie Mehling

S.P.U

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name MADMAN APPAREL

4 22 2003

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name MICHAEL L. MIERAIL

DBA/AKA/TA MADMAN APPAREL

Composed of

Address (line 1) 5494 EAST LAMONA, SUITE 124

Address (line 2)

Address (line 3) FRESNO CA 93727
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization UNITED STATES

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

RECORDED: 05/28/2003

REEL: 002744 FRAME: 0814