

06-13-2003



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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): 310 Motoring, Inc. 6-9-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State California
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: 310 Global Brands, Inc.
Internal Address:
Street Address: 225 South Sepulveda Boulevard
City: Manhattan Beach State: CA Zip: 90266
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
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: 05/23/2003
Effective Date: 04/15/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,565,085; 2,571,276; 2,571,277; 2,581,111
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Diane M. Lambillotte, Esq.
Internal Address: Riordan & McKinzie
Street Address: 300 South Grand Avenue, 29th Floor
City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41): \$ 115.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-1367

DO NOT USE THIS SPACE

9. Signature: Diane M. Lambillotte June 5, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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

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TRADEMARK REEL: 002752 FRAME: 0646

TRADEMARK ASSIGNMENT

WHEREAS, **310 Motoring, Inc.**, a California corporation, **310 National, Inc.**, a California corporation, **310 Racing, LLC**, a California limited liability company and **310 Merchandising, LLC**, a California limited liability company (collectively, "Assignors"), have adopted, own and are using the trademarks listed on Exhibit A hereto (the "Marks") in connection with various goods and services; and

WHEREAS, Assignor **310 Motoring, Inc.**, with its principal places of business at 8337 South Hindry Avenue, Los Angeles, California 90045, filed and owns trademark applications for the Marks in which it was erroneously identified as "310 Motoring" or "310 Motoring Corporation" on the Principal Register of the United States Patent and Trademark Office, which have subsequently matured into registrations, in connection with the goods and services identified therein (the "Registrations"); and

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement dated April 15, 2003 (the "Asset Purchase Agreement"), which, along with the promises contained herein, constitute mutual consideration for the promises herein;

WHEREAS, **310 Global Brands, Inc.**, a Delaware corporation, with its principal place of business at 225 South Sepulveda Boulevard, Manhattan Beach, California 90266 ("Assignee"), desires to acquire the Marks, the Registrations and accompanying goodwill in connection with the Marks and the Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Assignors hereby SELL, ASSIGN and TRANSFER to Assignee all right, title, and interest in and to the Marks and the Registrations therefore, together with the goodwill of Assignors' business symbolized by the Marks and the Registrations.

2. Assignors AGREE to assist Assignee in every proper way, at Assignee's expense, to obtain and enforce United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments, improvements or trade secrets assigned hereunder. To that end Assignors will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as Assignee may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof.

3. Assignors APPOINT and designate irrevocably Assignee and its duly authorized officers and agents as their agent and attorney-in-fact, to act for and in their behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraphs with the same legal force and effect as if executed by Assignors, in the event Assignee is unable for any reason, after reasonable effort, to secure Assignors' signature on any document needed in connection with the actions specified in the preceding paragraph. Assignors hereby waive and quitclaim to Assignee any and all claims of

any nature whatsoever which they now or may hereafter have for infringement of any proprietary rights assigned hereunder to the Assignee.

This Assignment is effective as of April 15, 2003.

310 MOTORING, INC.

By: Marc P. Laidler
Name: Marc Laidler
Its: President
Date: 5/23/03

310 NATIONAL, INC.

By: Marc P. Laidler
Name: Marc Laidler
Its: President
Date: 5/23/03

310 RACING, LLC

By: Marc P. Laidler
Name: Marc Laidler
Its: Manager
Date: 5/23/03

310 MERCHANDISING, LLC

By: Marc P. Laidler
Name: Marc Laidler
Its: Manager
Date: 5/23/03

EXHIBIT A

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
310 MOTORING	2,565,085	April 30, 2002
310 MOTORING	2,571,276	May 21, 2002
310 MOTORING	2,571,277	May 21, 2002
310 CLOTHING	2,581,111	June 18, 2002