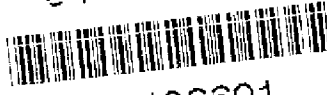


04-02-2003



102406691

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

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

1. Name of conveying party(ies):
Autumn Leaves, Inc.

3-28-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (California)
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: November 2, 1998

2. Name and address of receiving party(ies)

Name: Wet Inc.
Internal Address: Suite 565
Street Address: 15821 Ventura Blvd
City: Encino State: CA Zip: 91436

- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2086435

Additional number(s) attached Yes No

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

Name: Linda B. Takahashi, Esq.
Internal Address: Suite 490
Narvid Scott Schwartz & Franjie
Street Address: 15060 Ventura Blvd
City: Sherman Oaks State: CA Zip: 91403

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Jeff Lam
Name of Person Signing

Signature

3/25/03
Date

4

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

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

04/01/2003 6TON11 00000080 2086435

01 FC:8521

40.00 0P

700059681

TRADEMARK
REEL: 002774 FRAME: 0844

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
MAR 03 AM 9:13

ASSIGNMENT OF TRADEMARK

This Assignment ("Agreement") is entered into as of November 2, 1998, by and between AUTUMN LEAVES., INC., a California corporation ("Assignor"), and WET INC. ("Assignee"), with reference to the following facts:

RECITALS

A. Assignor is the owner of that certain trademark known as "Autumn Leaves" ("Mark") which is used in connection with various paper products such as gift wrap, gift bags and note paper.

B. Said Mark was registered by the United States Patent and Trademark Office as Registration No. 2086435 on August 5, 1997 in International Class 16.

C. Assignee is acquiring said Mark, and Assignor desires to assign said Mark and all rights therein to Assignee.

NOW, THEREFORE, in consideration of the above Recitals and the terms and conditions contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The parties hereby represent and warrant to each other that the matters set forth in the Recitals are true and correct.

2. Assignment. In consideration for the terms and conditions of this Agreement, Assignor hereby assigns, transfers and conveys to Assignee, all of its right, title and interest in and to the said Mark, together with the goodwill of the business symbolized thereby.

3. No other Registration. Assignor has not effected any other registration of the Mark,

4. Additional Documents and Acts. Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and to enable Assignee to secure or renew any trademark or other right in the Mark.

5. Complete Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the parties with respect to the subject matter herein and hereby replaces and supersedes all prior written and oral agreements or statements between them.

6. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

7. Parties in Interest. Except as expressly set forth herein; nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any person or entity other than the parties hereto and their respective successors and assigns. Nothing herein shall relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

8. Pronouns; Statutory References. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require.

9. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

10. Arbitration. Any controversy between the parties arising out of this Agreement shall be submitted to the American Arbitration Association for arbitration in Los Angeles, California. The costs of the arbitration, including any American Arbitration Association administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. Attorneys' fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law.

11. Provisional Remedy. Each of the parties reserves the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order and/or appointment of a receiver on the grounds that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief.

12. Enforcement of Judgment. Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.

13. Jurisdiction. The parties hereto agree that jurisdiction for any dispute concerning this Agreement shall be and remain in the District Court located in the County of Los Angeles, State of California.

14. Costs. The costs of the arbitration, including any American Arbitration Association administration fee, the arbitrator's fee, and costs for the use

of facilities during the hearings, shall be borne equally by the parties to the arbitration. Attorneys' fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator.

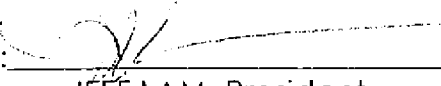
15. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

16. Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

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

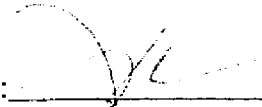
"ASSIGNOR"

AUTUMN LEAVES, INC.
A California Corporation

By: 
JEFF LAM, President

"ASSIGNEE"

WET INC.,
A California Corporation

By: 
JEFF LAM, President