

07-30-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

102511235

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

1. Name of conveying party(ies): LaSalle Bank National Association. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other national banking association.

2. Name and address of receiving party(ies): Daniel M. Pallotta, Internal Address, Street Address: 8430 Edwin Drive, City: Los Angeles, State: CA, Zip: 90046, United States.

3. Nature of conveyance: Assignment, Security Agreement, Other. Execution Date: April 30, 2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached Schedule A.

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Gregg Reed, Esq., Internal Address: Proskauer Rose LLP, Street Address: 1585 Broadway, City: New York, State: NY, Zip: 10036-8299.

6. Total number of applications and registrations involved: 21. 7. Total fee (37 CFR 3.41): \$ 540.00. 8. Deposit account number: 16-2500.

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. Gregg Reed, Signature, July 23, 2003, Date.

Total number of pages including cover sheet, attachments, and document: 17

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

07/29/2003 6TON11 00000145 162500 76405187

01 FC:8521 40.00 DA 02 FC:8522 500.00 DA

TRADEMARK REEL: 002790 FRAME: 0432

OFFICE OF PATENT RECORDS FINANCE SECTION 2003 JUL 25 AM 9:12

RECORDED INTANGIBLES

TRADEMARK/COPYRIGHT	U.S. APPLICATION NO. (SN) OR U.S. OR STATE REGISTRATION NO. OR	GOODS INCLUDING
I'MPOSSIBLE	76/405,187	Class 41
I'MPOSSIBLE	76/405,186	Class 25
I'MPOSSIBLE DREAMS	76/389,080	Class 28
I'MPOSSIBLE	76/389,079	Class 28
I'MPOSSIBLE ADVERTISING AGENCY	76/389,078	Class 35
I'MPOSSIBLE	76/389,077	Class 38
HUMANKIND BE BOTH	76/241,510	Class 25
I'MPOSSIBLE RECORDS	76/150,932	Class 35
I'MPOSSIBLE	75/7,88,335	Class 41
I'MPOSSIBLE DREAMS	75/788,331	Class 42
I'MPOSSIBLE DREAMS	75/788,330	Class 41
I'MPOSSIBLE DREAMS	75/788,328	Class 35
I'MPOSSIBLE DREAMS	75/788,326	Class 21
I'MPOSSIBLE DREAMS	75/788,325	Class 16
I'MPOSSIBLE	75/740,879	Class 42
I'MPOSSIBLE	75/740,878	Class 41
I'MPOSSIBLE	75/740,877	Class 35
I'MPOSSIBLE	75/705,835	Class 36
OUT OF THE DARKNESS	76/246,228	Class 36
AIDS VACCINE RIDES	76/241,627	Class 36
ALASKA AIDS VACCINE RIDE	75/860,672	Class 36

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, LaSalle Bank National Association, a national banking association (the "Seller"), as a secured creditor, does hereby grant, bargain, sell and convey to Daniel M. Pallotta, a resident of the State of California (the "Purchaser"), all of the interest of Pallotta TeamWorks, a California corporation (the "Company"), in and to the property and assets listed on the exhibits attached hereto (including all attachments to said exhibits), as follows:

1. As to the property and assets listed on Exhibit A attached hereto (collectively, the "Tangible Assets"), the Seller hereby represents and warrants that the Seller (a) has (i) a first and prior security interest in, and lien upon, the Tangible Assets, and (ii) all rights of a secured creditor applicable thereto under the Uniform Commercial Code as enacted in Illinois (the "UCC"), (b) has the full right to sell or dispose of the Tangible Assets, (c) has the full power and authority to execute and deliver this Bill of Sale, and (d) by this disposition, transfers to the Purchaser all of the rights of the Company in and to the Tangible Assets, discharges the Seller's security interest in, and lien upon, the Tangible Assets, and discharges any security interest or lien subordinate to the Seller's security interest in, and lien upon, the Tangible Assets.
2. As to the property and assets listed on Exhibit B-1 attached hereto (the "Recorded Intangible Assets"), the Seller hereby represents and warrants that the Seller (a) has (i) a first and prior security interest in, and lien upon, the Recorded Intangible Assets, and (ii) the rights of a secured creditor applicable thereto under the UCC and under federal trademark and copyright law, (b) has the full right to sell or dispose of the Recorded Intangible Assets, (c) has the full power and authority to execute and deliver this Bill of Sale and the Secured Party Trademark, Copyright and URL Assignment (the "TCU Assignment") attached hereto as Exhibit B-2, and (d) by this disposition, transfers to the Purchaser all of the rights of the Company in and to the Recorded Intangible Assets, discharges the Seller's security interest in, and lien upon, the Recorded Intangible Assets, and discharges any security interest or lien subordinate to the Seller's security interest in, and lien upon, the Recorded Intangible Assets.
3. As to the property and assets listed on Exhibit C attached hereto (the "UCC Intangible Assets"), the Seller hereby represents and warrants that the Seller (a) has (i) a first and prior security interest in, and lien upon, the UCC Intangible Assets, and (ii) all rights of a secured creditor applicable thereto under the UCC, (b) has the full right to sell or dispose of the UCC Intangible Assets, (c) has the full power and authority to execute and deliver this Bill of Sale, and (d) by this disposition, transfers to the Purchaser all of the rights of the Company in and to the UCC Intangible Assets, discharges the Seller's security interest in, and lien upon, the UCC Intangible Assets, and discharges any security interest or lien subordinate to the Seller's security interest in, and lien upon, the UCC Intangible Assets. Furthermore, to the extent that the UCC Intangible Assets involve URLs, the Seller agrees that they shall also be listed with the property and assets identified and described on the TCU Assignment.
4. As to the property and assets listed on Exhibit D attached hereto (the "Unrecorded Intangible Assets"), to the extent that such Unrecorded Intangible Assets are not included in any of the

categories of property and assets conveyed described in the paragraphs numbered 1 through 3 above, the Seller makes no representations or warranties whatsoever with respect thereto, except for the following: to the extent that the Company has any interest whatsoever in the Unrecorded Intangible Assets, and to the extent that the Seller has a security interest in, and lien upon, such interest, the Seller, by this disposition, transfers to the Purchaser all of the rights of the Company in and to such interest in the Unrecorded Intangible Assets, discharges the Seller's security interest in, and lien upon, such interest in the Unrecorded Intangible Assets, and discharges any security interest and lien subordinate to the Seller's security interest in, and lien upon, such interest in the Unrecorded Intangible Assets.

TO THE EXTENT THAT ANY OR ALL OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THAT CERTAIN WRITTEN AGREEMENT (THE "PALLOTTA AGREEMENT"), DATED AS OF APRIL 14, 2003, BY AND AMONG THE SELLER, THE PURCHASER, THE COMPANY AND THE DANIEL M. PALLOTTA TRUST DATED MARCH 27, 2001, AND RESTATED IN THE ABOVE PARAGRAPHS OF THIS BILL OF SALE NUMBERED 1 THROUGH 4, WITH RESPECT TO ANY OF THE PROPERTY OR ASSETS INTENDED TO BE CONVEYED TO THE PURCHASER BY THIS BILL OF SALE (COLLECTIVELY, THE "COMPANY PROPERTY") ARE, OR PROVE TO BE, UNTRUE OR INCORRECT IN ANY MANNER, THE PURCHASER SHALL HAVE ABSOLUTELY NO RIGHT OR RECOURSE AGAINST THE SELLER AS A CONSEQUENCE THEREOF.

IN ADDITION TO, AND NOT IN LIMITATION OF, THE FOREGOING, THE SELLER, NOT BEING THE MANUFACTURER OR PRODUCER NOR AN AGENT THEREOF, MAKES NO WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE COMPANY PROPERTY, AND THE PURCHASER PURCHASES ALL OF THE COMPANY PROPERTY IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS EXCEPT AS MAY BE OTHERWISE SET FORTH ELSEWHERE IN THIS BILL OF SALE, THE TCU ASSIGNMENT OR THE PALLOTTA AGREEMENT. THE PURCHASER, BY EXECUTION OF THIS BILL OF SALE, ACCEPTS DELIVERY OF THE COMPANY PROPERTY, AND AFFIRMS THAT (A) THE PURCHASER HAS NOT RELIED ON THE SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH ANY OF THE COMPANY PROPERTY FOR ANY PARTICULAR PURPOSE, (B) THE SELLER MAKES NO WARRANTY THAT ANY OF THE COMPANY PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE, (C) THERE ARE NO WARRANTIES WITH RESPECT TO THE DESIGN, CONDITION, VALUE, QUALITY, CAPACITY OR WORKMANSHIP OF ANY OF THE COMPANY PROPERTY, OR ANY COMBINATION OF THE FOREGOING, (D) THE SELLER MAKES NO WARRANTY THAT ANY OF THE COMPANY PROPERTY COMPLIES WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT RELATING THERETO OR THAT ANY OF THE COMPANY PROPERTY IS FREE OF ANY PATENT INFRINGEMENT OR LATENT DEFECTS, AND (E) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PALLOTTA AGREEMENT AND RESTATED IN THIS BILL OF SALE, WHICH REPRESENTATIONS AND WARRANTIES ARE LIMITED IN EFFECT BY THE TERMS AND PROVISIONS OF THE PALLOTTA AGREEMENT AND THIS BILL OF SALE.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed on its behalf as of the 30th day of April, 2003.

LASALLE BANK NATIONAL ASSOCIATION

By:

Title:



NANCY C. BARRETT
SENIOR VICE PRESIDENT

The Purchaser hereby acknowledges and accepts this Bill of Sale and specifically agrees that, except as set forth in the Pallotta Agreement and restated in this Bill of Sale, and subject to the limitations set forth herein and therein, the Seller has made no representations or warranties of any kind whatsoever regarding any of the Company Property. The Purchaser has executed this Bill of Sale as of April 30, 2003.

The Purchaser

Daniel M. Pallotta

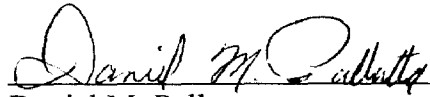
IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed on its behalf as of the 30th day of April, 2003.

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Title: _____

The Purchaser hereby acknowledges and accepts this Bill of Sale and specifically agrees that, except as set forth in the Pallotta Agreement and restated in this Bill of Sale, and subject to the limitations set forth herein and therein, the Seller has made no representations or warranties of any kind whatsoever regarding any of the Company Property. The Purchaser has executed this Bill of Sale as of April 30, 2003.

The Purchaser



Daniel M. Pallotta

LIST OF TANGIBLE ASSETS

The following is a list of tangible property and assets of the Company: (x) with respect to which the Seller has heretofore filed notice of a security interest with the Secretary of State of California or elsewhere, and (y) the ownership of which is intended to be transferred to the Purchaser by the Bill of Sale in accordance with the terms and provisions thereof and of the Pallotta Agreement:

1. All right, title and interest to the original manuscript and original drawings associated with the childrens' story entitled, "Oliver, the Impossible Boy".
2. All right, title and interest to the original manuscript, cover art and drafts associated with the book by Dan Pallotta entitled, "When Your Moment Comes".
3. All right, title and interest to the original masters and original artwork associated with the musical album, "The Gift".
4. All right, title and interest to all raw film and video footage, film and video masters, original music compositions and audio masters and working edits associated with the documentary on Anthony Palotta's participation in the Montana AIDS Vaccine Ride entitled, "Tony".
5. All right, title and interest to the names, addresses and other data contained in the GEMS database for all registrants, walkers, donors, and requests for information for the 2002 "Out of the Darkness" charitable fundraising walk produced by Pallotta Team Works to the extent same can be separated or extracted from the GEMS database without damage thereto.
6. All right, title and interest to all masters of all film, video, photographic and audio likenesses of Daniel M. Pallotta previously owned by Pallotta TeamWorks, except to the extent such likenesses involve or are related in any way whatsoever to any breast cancer fund raising event.
7. All right, title and interest to all speeches and writings of Daniel M. Pallotta previously owned by Pallotta TeamWorks, except to the extent such speeches and writings involve or are related in any way whatsoever to any breast cancer fund raising event.

LIST OF RECORDED INTANGIBLE ASSETS

The following list of property and assets of the Company, together with all of the items described on the attachments hereto (some of which attachments may refer to items also listed below), constitutes a list of intangible property and assets of the Company: (x) with respect to which the Seller has heretofore filed notice of a security interest with the United States Patent and Trademark Office, and (y) ownership of which is intended to be transferred to the Purchaser by the Bill of Sale, and by the TCU Assignment attached to the Bill of Sale as Exhibit B-2, in accordance with the terms and provisions of the Bill of Sale, the TCU Assignment and the Pallotta Agreement:

1. Trademark Serial Number 76405187, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00003.
2. Trademark Serial Number 76405186, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00004.
3. Trademark Serial Number 76389080, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00005.
4. Trademark Serial Number 76389079, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00006.
5. Trademark Serial Number 76389078, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00007.
6. Trademark Serial Number 76389077, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00008.
7. Trademark Serial Number 76241510, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00010.
8. Trademark Serial Number 76150932, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00011.
9. Trademark Serial Number 75788335, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00016.
10. Trademark Serial Number 75788331, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00017.
11. Trademark Serial Number 75788330, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00018.
12. Trademark Serial Number 75788328, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00019.

13. Trademark Serial Number 75788326, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00020.
14. Trademark Serial Number 75788325, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00021.
15. Trademark Serial Number 75740879, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00022.
16. Trademark Serial Number 75740878, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00023.
17. Trademark Serial Number 75740877, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00024.
18. Trademark Serial Number 75705835, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00025.
19. Trademark Serial Number 76246228, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00031.
20. Trademark Serial Number 76241627, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00032.
21. Trademark Serial Number 75860672, as more fully described on the attached United States Patent and Trademark Office record that has been Bates Stamped© 00034.

SECURED PARTY TRADEMARK, COPYRIGHT AND URL ASSIGNMENT

This Secured Party Trademark, Copyright and URL Assignment is made as of the ____ day of April, 2003, by and among LaSalle Bank National Association, a national banking association ("Secured Party"), Pallotta TeamWorks, a California corporation ("Debtor"), and Daniel M. Pallotta, a resident of the State of California ("Assignee").

RECITALS:

WHEREAS, Debtor is the owner of the trademarks, service marks, registered copyrights and domain names ("URLs") listed on Schedules A, B and C attached hereto, together with common law rights therein and goodwill appurtenant and related thereto (hereinafter, collectively, the "Trademarks, Copyrights and URLs"); and

WHEREAS, the Trademarks, Copyrights and URLs are the subject of certain applications and registrations, details of which are also set forth on Schedules A, B and C attached hereto; and

WHEREAS, Debtor and Secured Party entered into a valid and enforceable Loan and Security Agreement pursuant to which Debtor granted Secured Party a security interest in, among other things, all of its general intangible property and assets, including, but not limited to, the Trademarks, Copyrights and URLs; and

WHEREAS, Debtor has defaulted under the Loan and Security Agreement, and Secured Party has foreclosed on the lien of its security interest in accordance with the provisions of the Uniform Commercial Code; and

WHEREAS, Secured Party conducted a commercially reasonable private sale in accordance with the provisions of the Uniform Commercial Code, and Assignee was the successful bidder for the Trademarks, Copyrights and URLs, among other things;

NOW THIS DEED WITNESSETH AS FOLLOWS:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby assigns and transfers to Assignee all of the Debtor's rights in and to the Trademarks, Copyrights and URLs, together with all rights of renewal, extension and enforcement, for all uses and in all media, countries and languages, now known or hereafter developed, including, but not limited to, any registrations and applications for registration listed on Schedules A, B and C attached hereto, the common law rights therein, the goodwill associated therewith, and the right to recover for past, present and future infringements thereof, and to collect any royalty with respect thereto, to hold all of the same to Assignee absolutely.

Secured Party hereby fully and finally discharges and releases any security interest which it may have or claim against or relating to any of the Trademarks, Copyrights or URLs. Furthermore, Secured Party hereby discharges any and all security interests or liens subordinate to its security interest in the Trademarks, Copyrights and URLs.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, the Registrar of Copyrights of the United States, each registrar of URLs, and any official of any countries foreign to the United States whose duty it is to record trademark, copyright or URL registrations, applications and title thereto, to record the Trademarks, Copyrights and URLs set forth Schedules A, B and C attached hereto, and any title thereto, as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.

This Assignment, and the covenants, obligations, undertakings, rights and benefits pertaining hereto, shall be binding upon, and shall inure to the benefit of, the respective parties hereto and their respective successors and assigns.

This Assignment may be executed by one or all of the parties hereto in several counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement as if signed by all parties, and each such counterpart shall be deemed to be an original instrument.

Each party hereto agrees to execute, deliver and/or transmit any and all notifications or other documents as may become necessary or expedient to further the purposes of this Assignment.

This Assignment shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Illinois, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

[The rest of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Secured Party, Debtor and Assignee have caused this Assignment to be executed as of the date and year first written above.

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Title: _____

ACCEPTED AND AGREED

DANIEL PALLOTTA

By: _____

PALLOTTA TEAMWORKS

By: _____
Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

BEFORE ME, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument on behalf of LaSalle Bank National Association, a national banking association (the "Bank"), and acknowledged to me that she executed the same on behalf of the Bank as the _____ thereof, for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this _____ day of April, 2003.

Notary Public in and for the State of _____

UNRECORDED INTANGIBLES

1. The copyrights and trademarks associated with the original manuscript and original drawings for the childrens' story entitled, "Oliver, the Impossible Boy."
2. The copyrights associated with the book by Dan Pallotta entitled, "When Your Moment Comes."
3. The copyright on lyrics and music associated with the musical album, "The Gift."
4. The copyrights and trademarks associated with the documentary on Anthony Pallotta's participation in the Montana AIDS Vaccine Ride entitled, "Tony."
5. The trademarks "AIDS Vaccine Ride," "Montana AIDS Vaccine Ride" and "Alaska AIDS Vaccine Ride."
6. The trademark for the name and mark "Pallotta TeamWorks," including, but not limited to, the red "tri-hands" circle with three white hands, in all classes, including, but not limited to, class 36.
7. The trademark for the name and mark, "AIDSride," in all classes, including, but not limited to, class 36.
8. The copyrights to all speeches and writings of Daniel M. Pallotta previously owned by Pallotta TeamWorks, except to the extent such speeches and writings involve or are related in any way whatsoever to any breast cancer fund raising event.
9. The trademark for the name and mark "Human.Kind. Be Both".

DOMAIN NAME REGISTRATIONS

10. All URLs with the prefix “I’mpossible,” including, but not limited to “I’mpossible.com”, “I’mpossible.org” and “I’mpossible.net”.
11. All URLs with the prefix “Outofthedarkness”, including, but not limited to, “outofthedarkness.com”, “outofthedarkness.org” and “outofthedarkness.net”.
12. All URLs with the prefix “humankindbeboth”, including, but not limited to, “humankindbeboth.com”, “humankindbeboth.org” and “humankindbeboth.net”.
13. All URLs with the prefix “Pallottateamworks”, including, but not limited to, “pallottateamworks.com”, “pallottateamworks.org” and pallottateamworks.net”.
14. All URLs with the prefix, “AIDSRide”, including, but not limited to, “AIDSRide.com”, “AIDSRide.org” and “AIDSRide.net”.
15. All URLs beginning with the prefix “danpallotta”, including, but not limited to, “danpallotta.com”, “danpallotta.org” and “danpallotta.net”.

LIST OF UCC INTANGIBLE ASSETS

The following is a list of intangible property and assets of the Company: (x) with respect to which the Seller has heretofore filed notice of a security interest with the Secretary of State of California or elsewhere, and (y) ownership of which is intended to be transferred to the Purchaser by the Bill of Sale in accordance with the terms and provisions thereof and of the Pallotta Agreement:

1. All right, title and interest to the creative executions of the "I'mpossible" idea.
2. All right, title and interest to the original manuscript and original drawings associated with the childrens' story entitled, "Oliver, the Impossible Boy".
3. All right, title and interest to the original manuscript, cover art and drafts associated with the book by Dan Pallotta entitled, "When Your Moment Comes".
4. All right, title and interest to the original masters and original artwork associated with the musical album, "The Gift".
5. All right, title and interest to all raw film and video footage, film and video masters, original music compositions and audio masters and working edits associated with the documentary on Anthony Palotta's participation in the Montana AIDS Vaccine Ride entitled, "Tony".
6. All right, title and interest to all masters of all film, video, photographic and audio likenesses of Daniel M. Pallotta previously owned by Pallotta TeamWorks, except to the extent such likenesses involve or are related in any way whatsoever to any breast cancer fund raising event.
7. All right, title and interest to any URLs with the prefix "I'mpossible," including, but not limited to "I'mpossible.com", "I'mpossible.org" and "I'mpossible.net".
8. All right, title and interest to all URLs with the prefix "Outofthedarkness", including, but not limited to, "outofthedarkness.com", "outofthedarkness.org" and "outofthedarkness.net".
9. All right, title and interest to all URLs with the prefix "humankindbeboth", including, but not limited to, "humankindbeboth.com", "humankindbeboth.org" and "humankindbeboth.net".
10. All right, title and interest to all URLs with the prefix "Pallottateamworks", including, but not limited to, "pallottateamworks.com", "pallottateamworks.org" and "pallottateamworks.net".
11. All right, title and interest to all URLs with the prefix, "AIDSRide", including, but not limited to, "AIDSRide.com", "AIDSRide.org" and "AIDSRide.net".
12. All right, title and interest to all URLs beginning with the prefix "danpallotta", including, but not limited to, "danpallotta.com", "danpallotta.org" and "danpallotta.net".

13. All right, title and interest to the names, addresses and other data contained in the GEMS database for all registrants, walkers, donors, and requests for information for the 2002 "Out of the Darkness" charitable fundraising walk produced by Pallotta Team Works to the extent same can be separated or extracted from the GEMS database without damage thereto.
14. All right, title and interest to the name and mark "Pallotta TeamWorks", including, but not limited to, the red "tri-hands" circle with three white hands.
15. All right, title and interest to all speeches and writings of Daniel M. Pallotta previously owned by Pallotta TeamWorks, except to the extent such speeches and writings involve or are related in any way whatsoever to any breast cancer fundraising event.

LIST OF UNRECORDED INTANGIBLE ASSETS

The following is a list of intangible property and assets of the Company with respect to which: (x) the Seller may not have filed any notice of a security interest with the United States Patent and Trademark Office, or with any other public agency or office; (y) as to which it is uncertain whether and to what extent the Seller is able to transfer any interest therein to the Purchaser through the foreclosure and Pallotta Private Sale referred to in the Pallotta Agreement; and (z) to the extent it is possible, it is intended by the Seller that such interest therein be transferred to the Purchaser as a consequence of the foreclosure and the Pallotta Private Sale, in accordance with the terms and provisions of the Bill of Sale and the Pallotta Agreement:

1. The copyrights and trademarks associated with the original manuscript and original drawings for the childrens' story entitled, "Oliver, the Impossible Boy."
2. The copyrights associated with the book by Dan Pallotta entitled, "When Your Moment Comes."
3. The copyright on lyrics and music associated with the musical album, "The Gift."
4. The copyrights and trademarks associated with the documentary on Anthony Pallotta's participation in the Montana AIDS Vaccine Ride entitled, "Tony."
5. The trademarks "AIDS Vaccine Ride," "Montana AIDS Vaccine Ride" and "Alaska AIDS Vaccine Ride."
6. The trademark for the name and mark "Pallotta TeamWorks," including, but not limited to, the red "tri-hands" circle with three white hands, in all classes, including, but not limited to, class 36.
7. The trademark for the name and mark, "AIDSRide," in all classes, including, but not limited to, class 36.
8. The copyrights to all speeches and writings of Daniel M. Pallotta previously owned by Pallotta TeamWorks, except to the extent such speeches and writings involve or are related in any way whatsoever to any breast cancer fund raising event.
9. The trademark for the name and mark "Human.Kind. Be Both".

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TRADEMARK/COPYRIGHT	U.S. APPLICATION NO. (SN) OR U.S. OR STATE REGISTRATION NO. OR	GOODS INCLUDING
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I'MPOSSIBLE	76/405,187	Class 41
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NEWARK
PARIS

Stephen R. Dwyer
Trademark Administrator

Direct Dial 212.969.4441
sdwyer@proskauer.com

July 23, 2003

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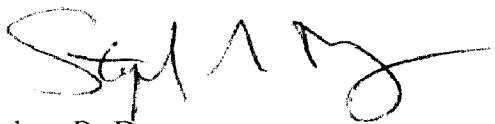
Re: Assignor: LaSalle Bank National Association
Assignee: Daniel M. Pallotta

To Whom It May Concern:

Enclosed for filing please find a Recordation Form Cover Sheet to record an assignment in connection with twenty-one trademark applications. We also include a self-addressed stamped postcard, which we ask that you return to us to confirm your receipt of this submission.

Please charge all required fees to existing USPTO deposit account 16-2500, referencing our file number 57818-001. A duplicate copy of the recordation cover sheet is enclosed for your convenience.

Respectfully submitted,

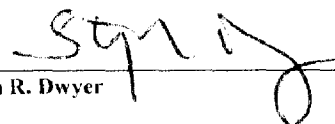


Stephen R. Dwyer

Enclosures

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope with sufficient postage addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, PO Box 1450, Alexandria, VA 22313-1450 on the date shown below:


Stephen R. Dwyer

DATE OF DEPOSIT July 23, 2003