

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEI Licensing Inc.		02/06/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Gary A. Findley
Street Address:	1216 Windstone Drive
City:	Waco
State/Country:	TEXAS
Postal Code:	76712
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2278340	CROSS GEAR

CORRESPONDENCE DATA	
Fax Number:	(254)776-2762
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	254-848-9214
Email:	gfindley@curvesinternational.com
Correspondent Name:	Gary A. Findley
Address Line 1:	1216 Windstone Drive
Address Line 4:	Waco, TEXAS 76712

NAME OF SUBMITTER:	Gary A. Findley
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Total Attachments: 1 source=Assignment - Cross Gear & Design#page1.tif

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**ASSIGNMENT OF
UNITED STATES TRADEMARK REGISTRATION**

WHEREAS, PEI Licensing, Inc., a Delaware corporation, with offices at 3000 Northwest 107th Avenue, Miami, Florida 33172 (hereinafter referred to as "ASSIGNOR"), is the exclusive and record owner of all right, title, and interest in and to said Trademark and the corresponding United States Registration thereof:

Mark: Cross Gear & Design
Registration No.: 2,278,340
Reg.: September 9, 1999
Int. Class: 25

WHEREAS, Gary Findley, an individual, whose home address is 1216 Windstone Court, Waco, Texas 76712 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring and purchasing from ASSIGNOR the entire right, title, and interest in and to said Trademark and the corresponding United States Registration therefor;

WHEREAS, PEI Licensing, Inc., desires to acknowledge and approve the Assignment and Sale hereinafter set forth, and to generally release its entire interest in and to the above-identified registration evidenced in the United States Patent and Trademark Office on Trademark Reel 002545, Frame 0667, recorded on September 16, 2002.

WHEREAS, the parties have agreed to the terms and conditions of the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE, its successors and assigns, the entire right, title, and interest in and to said Trademark and the corresponding United States Registration therefore, together with the goodwill of the business appurtenant to and symbolized by said Trademark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR, hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be executed by their duly authorized officer, effective as of this 6th day of February, 2004.

PEI Licensing, Inc.

BY:



Timothy Page- Chief Financial Officer

TRADEMARK