

09-24-2003

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



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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): Autumn Leaves, Inc.

3-2803

- 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: 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 2, 1998

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

Total number of pages including cover sheet, attachments, and document: 4

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

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TRADEMARK REEL: 002829 FRAME: 0356

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.

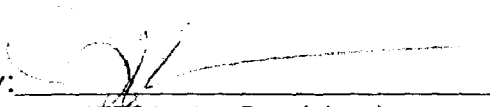
15. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected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

NARVID SCOTT SCHWARTZ & FRANGIE, LLP

A LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW

15060 VENTURA BOULEVARD, SUITE 490
SHERMAN OAKS, CALIFORNIA 91403-2426

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Writer's direct e-mail :

ltakahashi@nssf-llp.com

OUR FILE NUMBER:

MICHAEL J. NARVID
MICHAEL B. SCOTT
GARY N. SCHWARTZ
J. M. FRANGIE
LINDA B. TAKAHASHI
STEVEN N. NIEBOW

March 28, 2003

VIA EXPRESS MAIL

Box ASSIGNMENTS

Commissioner of Patent & Trademarks
Washington, D.C. 20231

Re: Assignment of Trademark
Trademark: AUTUMN LEAVES
Registration No: 2086435

Dear Sir/Madam:

Enclosed is our client's Recordation Form Cover Sheet for Trademarks Only, together with the Assignment of Trademark agreement and a check payable to the Commissioner of Trademarks in the sum of \$40.00 to cover the filing fee.

Also enclosed is a postcard reflecting enclosure of the Recordation Form Cover Sheet, Assignment of Trademark agreement and check in the sum of \$40.00. Please indicate the date of receipt and return to this office.

Please contact the undersigned if you require further information concerning this assignment.

Thank you for your assistance.

Very truly yours,


Linda B. Takahashi

LBT/sc
Encls.

TRADEMARK
REEL: 002829 FRAME: 0360

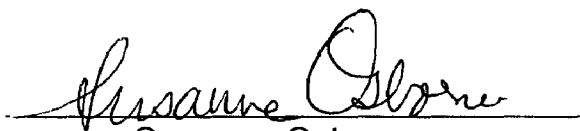
CERTIFICATE OF EXPRESS MAILING-37CFR §110

"Express Mail" mailing Label Number EL 344634552US

Date of Deposit: September 17, 2003

I hereby certify that the attached Notice of Non-Recordation of Document dated August 25, 2003, Recordation Form Coversheet for Trademarks Only, Assignment of Trademark, and prior cover letter of March 28, 2003, is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to U.S. Patent and Trademark Office, Assignment Division, Box ASSIGNMENTS, CG-4, 1213 Jefferson Davis Hwy, Suite 320, Washington, D.C. 20231, Attn: Shareill Coles, Examiner

DATED: September 19, 2003


Susanne Osborne

NARVID SCOTT SCHWARTZ & FRANGIE, LLP

A LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW

15060 VENTURA BOULEVARD, SUITE 490
SHERMAN OAKS, CALIFORNIA 91403-2426

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OUR FILE NUMBER:

51315-01

MICHAEL J. NARVID
MICHAEL B. SCOTT
GARY N. SCHWARTZ
J. M. FRANGIE
LINDA B. TAKAHASHI
STEVEN N. NIEBOW

September 17, 2003

VIA EXPRESS MAIL

U.S. Patent and Trademark Office
Assignment Division
Box ASSIGNMENTS, CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington, D.C. 20231
Attn: Shareill Coles, Examiner

Re: Assignment of Trademark
Trademark: AUTUMN LEAVES
Registration No: 2086435
Document No. 102406691

RECORDED
SEP 17 10 11 AM '03
COMMUNICATIONS SECTION

Dear Ms. Coles:

In accordance with your August 24, 2003 notice, I am enclosing our client's Recordation Form Cover Sheet for Trademarks Only, together with the Assignment of Trademark agreement, your Notice of Non-recordation dated August 25, 2003, and our original cover letter of March 28, 2003.

We have completed the address in section 2 and the execution date in section 3 of the Recordation Form Cover Sheet.

Please record this Assignment as soon as possible, as a Section 8 and 15 Affidavit is pending, and the PTO is objecting the Affidavit because it is in the name of the assignee, Wet Inc. It is therefore imperative that it be recorded before the end of this year so that we can respond to the office action timely with evidence of the recordation of this Assignment.

A postcard is enclosed reflecting the enclosures with this letter.

TRADEMARK
REEL: 002829 FRAME: 0362

U.S. Patent and Trademark Office

Page 2

September 17, 2003

Please contact the undersigned if you require further information concerning this assignment.

Thank you for your assistance.

Very truly yours,



Linda B. Takahashi

LBT/sc

Encls.