

11/20/03

11-26-2003

Form PTO-1594 (Rev. 10/02) RI
 OMB No. 0651-0027 (exp. 6/30/2005)
 U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

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Tab settings $\Rightarrow \Rightarrow \Rightarrow$

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

<p>1. Name of conveying party(ies): <u>John J. Muller</u></p> <p> <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ </p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Responsible Consumer Products, LLC</u> Internal Address: _____ Street Address: <u>45 Deming Street</u> City: <u>San Francisco</u> State: <u>CA</u> Zip: <u>94114</u></p> <p> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Nevada Limited Liability Company</u> </p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>05/20/2003</u> </p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</p>	<p>B. Trademark Registration No.(s) <u>2070941</u> _____</p>
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Austin G. Bosarge</u> Internal Address: <u>Turning Point Law</u> _____ Street Address: <u>100 Smith Ranch Road</u> <u>Suite 116</u> City: <u>San Rafael</u> State: <u>CA</u> Zip: <u>94903</u> </p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

9. Signature.

Austin G. Bosarge *Austin G. Bosarge* 11/20/2003
 Name of Person Signing Signature Date

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

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

TRADEMARK
 REEL: 002869 FRAME: 0820

BILL OF SALE AND ASSIGNMENT

This Bill of Sale is given pursuant to the Asset Purchase Agreement dated May 20, 2003 (the "Agreement") between JAAKS, INC. ("Jaaks") and RESPONSIBLE CONSUMER PRODUCTS, LLC ("Responsible"), and shall be governed by all of its terms and conditions, which are deemed incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Jaaks' hereby assigns, sells, transfers title and sets over unto Responsible all of Jaaks' right, title and interest in and to the following assets of the business as more fully identified in the Agreement and the Schedules attached thereto:

- All receivables;
- All inventory, finished goods, supplies, materials, and works in process;
- All furniture, fixtures, equipment, machinery and other tangible personal property except Seller's personal computer and monitors, used or held for use by Seller used in the Business or otherwise owned or held by Seller on the Closing Date for use in the Business, including the furniture, fixtures, equipment, machinery and other tangible personal property;
- All claims and rights under leases, contracts, insurance policies, notes, evidences of indebtedness, and purchase and sales orders, including any partnership, teaming agreements, joint venture, strategic relationships or joint marketing agreements, prepaid advertising and marketing agreements, and any confidentiality agreements;
- All software programs and software code used in the Business except those personally owned by the seller;
- All copies and tangible embodiments of the software programs and software code (in source and object code form), together with all documentation related to such programs and code;
- All Intellectual Property Rights, including the patents, copyrights and trademarks listed in Schedule I;
- A complete list of all products of Seller manufactured or offered for sale during years 2002 and 2003, and all manufacturing specifications and instructions necessary to manufacture the products;
- All licenses to assets and properties of third parties (including licenses with

respect to Intellectual Property Rights owned by third parties);

- Claims, causes of actions, royalty rights, deposits, and rights and claims to refunds (including Tax refunds) and adjustments of any kind (including rights to set-off and recoupment), and insurance proceeds;
- All Internet domain names and registrations that are held or owned by Seller that are used in web sales or promotion of Koverroos or other covers products;
- All franchises, permits, licenses, agreements, waivers, and authorizations from, issued, or granted by any Governmental Authority;
- True and complete copies of all Seller's business records, including books of account, general and financial records, and product pricing personnel records, invoices, shipping records, supplier lists, device history records, manufacturing records, traceability records, regulatory documents, records, reports and correspondence, lab notebooks, research records, correspondence and other documents, data files and service manuals and any rights thereto predominantly used in, or relating predominantly to, the Business on the Closing Date;
- All sales, marketing, and promotional literature, sales representative relationships, customer lists and other sales-related materials owned, used, associated with or employed by and predominantly used or held for use in the Business on the Closing Date, and all customer lists owned, used, associated with or employed by the Business on the Closing Date;
- All advances, deposits, loans, prepaid interest and other prepaid expenses of all kinds of the Business, including all advances, deposits, loans, prepaid interest and other prepaid expenses; and
- All goodwill associated with Seller's Business on the Closing Date.

All assets shall be free and clear of any claims, liens or encumbrances of any kind except the rights of Seller under the Security Interest Agreement.

IN WITNESS WHEREOF, Jaaks has caused this Bill of Sale and Assignment to be executed as of May 20, 2003.

JAAKS, INC.

By: 

Name: John Muller

Title: President

SCHEDULE I

Part A (Patents, Including Patent Applications)

<u>Country</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>
US	September 18, 1997	932488	5,887,530	Fitted furniture covers having built-in drainage troughs
US	December 9, 1996	762205	5,694,866	Outdoor furniture covers and covering methods
US	September 21, 1994	309929	5,582,115	Outdoor furniture covers and covering methods
US	February 4, 1994	191661	5,443,086	Umbrella cover assembly

Part B (Copyrights, Including Copyright Applications)

<u>Country</u>	<u>Description</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application or Registration Date</u>
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Part C (Trademarks, Including Trademark Applications)

<u>Country</u>	<u>Description</u>	<u>Serial or Application No.</u>	<u>Application Date</u>
US	Koveroos	74446611	October 13, 1993
US	Force Nine	78062184	May 5, 2001

Bill of Sale – Jaaks/Responsible Consumer Products, LLC