

12/9/03

12-19-2003



EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102628215

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

1. Name of conveying party(ies):

Everything For Love.Com Incorporated

- Individual(s)
- General Partnership
- Corporation - Nevada
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other - Assignment of Interest by Court Order

Execution Date: July 17, 2003

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

A. Trademark Application No.(s)

Additional numbers attached?

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

Name: Thomas W. Cook
 Internal Address:
 Street Address: P.O. Box 1989
 3030 Bridgeway, Suite 425-430
 City: Sausalito
 State: California Zip: 94965

2. Name and Address of receiving party(ies):

Name: Dwayne Lacey
 Address: P.O. Box 280
 Fremantle
 Western Australia 6959

- Individual(s) Great Britain
- Association
- General Partnership
- Limited Partnership
- Corporation

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

B. Trademark Registration No.(s)

2,492,240

Additional numbers attached? No

6. Total number of applications and/or registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 502532
Please reference our file number: LACE-101

(Attach duplicate copy of this page if paying by deposit account)

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.

Thomas W. Cook

December 9

, 2003

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
 Director of the United States Patent and Trademark Office
 P.O. Box 1450
 Alexandria, Virginia 22313-1450

TRADEMARK
REEL: 002882 FRAME: 0632

1 JOHN C. GIBSON (Cal. State Bar No. 47881)
2 GIBSON & MACPHEE
3 1534 Fifth Avenue, Suite 4
4 San Rafael, California 94901-1818
5 Tel: (415) 485-6911
6 Fax: (415) 485-6994

7 A. PETER RAUSCH, JR. (Cal. State Bar No. 127930)
8 LAW OFFICES OF A. PETER RAUSCH, JR.
9 7488 Shoreline Drive, Suite A-3
10 Stockton, California 95219
11 Telephone: (209) 952-5000
12 Facsimile: (209) 952-5009

13 Attorneys for Plaintiffs, Tender Loving Things, Inc.,
14 dba The Happy Company.

FILED
San Francisco County Superior Court

JUL 16 2003

COLLEEN PARKER, Clerk
Deputy Clerk

15 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

16 TENDER LOVING THINGS, INC.,
17 Plaintiff,

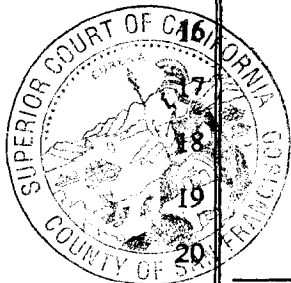
18 vs.

19 EVERYTHING FOR LOVE, INC.,
20 Defendants.

CASE NO. 323619

**ORDER GRANTING MOTION TO
ENFORCE AND ENTERING
JUDGMENT PURSUANT TO
SETTLEMENT
(C.C.P. § 664.6)**

Hearing Date: June 25, 2003
Time: 9:30 A.M.
Department: 301
The Honorable David A. Garcia
Trial Date: Not Set - Case Settled



21 The motion of Plaintiff for an order entering judgment pursuant to a written settlement
22 stipulation under Code of Civil Procedure section 664.6 came on regularly for hearing before the
23 Honorable David A. Garcia in Department 301 of the above-entitled court on June 25, 2003.
24 Plaintiff, Tender Loving Things, Inc., ("TLT") appeared by counsel A. Peter Rausch, Jr. of the
25 Law Offices of A. Peter Rausch, Jr. Defendants, Everything For Love, Inc., ("EFL") Wendy
26
27
28

ORDER GRANTING MOTION TO ENFORCE AND ENTERING JUDGMENT PURSUANT TO SETTLEMENT

1 Robbins ("Robbins") and Jorlie McLain ("McLain") appeared by counsel Warren J. Krauss of
2 Sedgwick, Detert, Moran & Arnold, and Donald Lenkszus, appearing *pro hac vice*.

3 The matter having been fully briefed, argued and submitted, and on proof made to the
4 satisfaction of the Court that the motion should be granted.

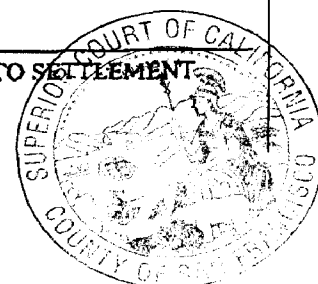
5 The Court finds that the parties have entered into a written stipulation for settlement in the
6 form of a written agreement, following mediation, which is specifically enforceable under Code
7 of Civil Procedure section 664.6, and TLT is entitled to enforce the settlement agreement by
8 Judgment under C.C.P. Section 664.6.

9 THEREFORE, IT IS HEREBY ORDERED that the motion is granted. Judgment shall be
10 entered in accordance with the terms of the written Stipulation for Settlement dated January 23,
11 2002, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

12 IT IS FURTHER ORDERED that defendants Robbins, McLain and EFL are permanently
13 enjoined from advertising, selling or offering for sale any Head Massager Device covered by
14 U.S. Patent 6,309,365 ("Patent") that is not manufactured by and purchased from TLT in
15 accordance with the terms of the Settlement Agreement. This injunction shall terminate upon
16 expiration of the Patent.

17 IT IS FURTHER ORDERED that defendants Robbins, McLain and EFL shall provide an
18 accounting to TLT of all sales made by Defendants, from January 23, 2002 to date, of any Head
19 Massager Device. The accounting shall specify whether each such sale is of a Device covered by
20 the Patent or is alleged to have been made of a Device not covered by the Patent. Such
21 accounting shall be made and certified by defendants, and each of them, within thirty (30) days
22 from the date of this Order and Defendants shall supplement such accounting every ninety (90)
23 days thereafter until further order of this Court.

24 IT IS FURTHER ORDERED that all right, title and interest in and to Defendant's
25 trademark "Tingler", for use in connection with the advertising or sale of Head Massager
26 Devices covered by the Patent, shall be and hereby is, transferred and assigned to Dwayne Lacey,
27 but subject to Defendant's receiving from Dwayne Lacey, (i) a non exclusive license back to
28



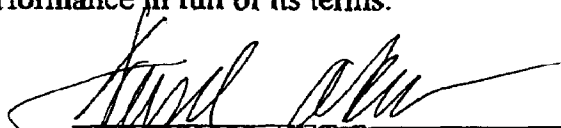
1 Defendants permitting their use of the trademark in connection with the advertising, sale or offer
2 of sale of any Head Massager Device that is covered by the Patent and manufactured by and
3 purchased from TLT in accordance with the terms of the Settlement Agreement, and (ii) a release
4 of claims as contemplated by the Settlement Agreement. The exclusive or non-exclusive nature
5 of the license back from Dwayne Lacey to Defendants will be subject to the terms set forth in the
6 Settlement Agreement. Defendants will execute appropriate documentation to evidence the
7 trademark assignment.

8 IT IS FURTHER ORDERED that all claims, causes of action and disputes between the
9 parties that existed or could have existed as of the date of execution of the Stipulation for
10 Settlement dated January 23, 2002, are hereby released and such claims are dismissed with
11 prejudice and the parties are permanently restrained and enjoined from asserting or prosecuting
12 any and all such claims. The parties are directed to prepare, execute and exchange appropriate
13 forms of release.

14 IT IS FURTHER ORDERED that the parties shall each bear their own costs.

15 IT IS FURTHER ORDERED that this court retains jurisdiction over the parties in order to
16 enforce and interpret the judgment until performance in full of its terms.

17
18 Dated: 7/17/03


THE HONORABLE DAVID A. GARCIA
JUDGE OF THE SUPERIOR COURT

19 * 323619

20 APPROVED AS TO FORM:

21 Sedgwick, Detert, Moran & Arnold

22
23 By: Warren J. Krauss, Esq.
24 Attorneys for Defendants Everything For Love, Inc.,
25 Wendy Robbins and Jorlie McLain

