

02-13-2004

L-7 Designs, Inc.

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):

2-5-04

Jones Investment Co.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____ Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 8-28-2003

2. Name and address of receiving party(ies)

Name: L-7 Designs, Inc.

Internal Address: _____

Street Address: 103 E. Main Street- Suite 5

City: Llano State: TX Zip: 78643

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Texas
- 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

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

A. Trademark Application No.(s) _____
(see Schedule A)

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Dara L. Onofrio, Esq.

Internal Address: Onofrio Law

Street Address: 1133 Broadway - Suite 1600

City: New York State: NY Zip: 10010

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41).....\$ 320.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1541

DO NOT USE THIS SPACE

9. Signature.

Dara L. Onofrio

Name of Person Signing

Signature

February 3, 2004

Date

4

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

02/13/2004 ECOOPER 00000011 501541 1750004

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

01 FC:8521 40.00 DA
02 FC:8522 175.00 DA

TRADEMARK
REEL: 002912 FRAME: 0631

SCHEDULE A

U.S.A.

TRADEMARK	REGISTRATION NO.
TIMES SEVEN 7 TODD OLDHAM and Design	1,756,954
TO2 TODD OLDHAM JEANS & Design	2,345,812
TODD OLDHAM	1,761,463
TODD OLDHAM	2,001,962
TODD OLDHAM and Design	1,792,677

TRADEMARK	APPLICATION NO.
ENJOY JEANS PLEASE	76/140,702
PLEASE ENJOY	78/140,711
TO2 TODD OLDHAM JEANS and Design	78/170,553

TRADEMARK ASSIGNMENT - U.S.A.

WHEREAS, JONES INVESTMENT CO., a Delaware corporation with a place of business at 200 West Ninth Street Plaza, Suite 700, Wilmington, Delaware 19801 (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in and to certain trademarks, including the trademark registrations and applications for registration thereof and the common law rights pertaining thereto (hereinafter the "MARKS"), identified in Schedule A hereto, and incorporated herein by reference, and is the owner of the goodwill of the business symbolized by the MARKS and connected with the use thereof; and

WHEREAS, L-7 DESIGNS, INC., a Texas corporation with a place of business at 103 E. Main, Suite 5, Llano, Texas 78643 (hereinafter "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title and interest in and to the MARKS, together with the applications therefor and registrations thereof and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby does assign, transfer and convey, effective as of the date hereof, to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the MARKS (including, without limitation, the United States trademark applications and registrations therefor and all other registrations and applications for registration of the MARKS in all jurisdictions), together with the goodwill of that portion of ASSIGNOR'S business symbolized thereby, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the MARKS.

2. ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, documents, certificates, powers or other writings, and take all additional actions, as may be necessary to transfer the MARKS to ASSIGNEE, to effectuate and validate this Assignment, to record this Assignment of the MARKS to ASSIGNEE with the United States Patent and Trademark Office, under the relevant laws of the United States.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 28th
day of August, 2003.

JONES INVESTMENT CO. INC.

By: Robin Mandell

Name: Robin Mandell

Title: Assistant Treasurer

SEAL

State of DELAWARE)
County of NEW CASTLE) ^{SS}

On this 28th day of August, 2003, before me personally appeared Robin Mandell to me personally known, who being duly sworn, did say that he/she is the Assistant Treasurer of JONES INVESTMENT CO. INC. and that he/she duly executed the foregoing instrument for and on behalf of JONES INVESTMENT CO. INC., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Kathy Lee Fesler
Notary Public

**KATHY LEE FESLER
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 9/25/06**