

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

PRESTIGE, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Kansas

Execution Date(s) October 15, 2004

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: PRESTIGE ACQUISITION CORPORATION

Internal Address: \_\_\_\_\_

Street Address: 620 Newport Center Drive, Ste. 1200

City: Newport Beach

State: CA

Country: United States Zip: 92660

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,524,940

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Megan Gess, Esq.

Internal Address: O'MELVENY & MYERS LLP

Street Address: 610 Newport Center Drive, 17th Floor

City: Newport Beach

State: CA Zip: 92660

Phone Number: (949) 823-7173

Fax Number: (949) 823-6994

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-2862

Authorized User Name Megan Gess

**9. Signature:**

  
Signature

Megan Gess

Name of Person Signing

10/25/04  
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

### TRADEMARK ASSIGNMENT

THIS ASSIGNMENT of trademark is made effective as of this 15th day of October, 2004, by Prestige, Inc., a Kansas Corporation (hereinafter "ASSIGNOR") to Prestige Acquisition Corporation, a Delaware Corporation and wholly owned subsidiary of RSI Holding Corporation (Prestige Acquisition Corporation being hereinafter referred to as "ASSIGNEE"). Capitalized terms used herein and not defined herein shall have the respective meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, ASSIGNOR and ASSIGNEE, among others, have entered into that certain Asset Purchase Agreement dated October 15, 2004 (the "Purchase Agreement"), pursuant to which ASSIGNOR as Seller has agreed to sell to ASSIGNEE as Buyer and ASSIGNEE as Buyer has agreed to purchase from ASSIGNOR as Seller, all of the assets required to operate Seller's Business as it is currently operated and all of the assets currently used in the Business (other than the Excluded Assets) for the consideration and upon the terms and subject to the conditions set forth therein;

WHEREAS, concurrently with the execution of this Trademark Assignment, ASSIGNOR and ASSIGNEE are executing and delivering other instruments of assignment, conveyance, transfer and assumption to vest in ASSIGNEE all of ASSIGNOR's right title and interest in and to the Purchased Assets, including ASSIGNOR's Intellectual Property, other than that being sold, assigned, transferred, and set over hereby;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE its entire right, title and interest in and to the Marks described on Exhibit A hereto, together with the applications and/or registrations thereof and the goodwill of the business symbolized by the Marks (collectively, the "Assigned Trademarks"), and all other corresponding rights (including common law rights) that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, free and clear of all mortgages, liens, claims, restrictions and encumbrances, for ASSIGNEE'S own use and enjoyment, and for the use and enjoyment of ASSIGNEE'S successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record ASSIGNEE as the assignee and owner of the registered Assigned Trademarks.

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered by ASSIGNOR as of the date first written above.

PRESTIGE, INC

By: 

Name: Don Robert L.

Title: President

STATE OF Kansas )  
 ) ss.  
 COUNTY OF Johnson )

On this 15 day of October, 2004, before me appeared Don West, Jr., THE President of ASSIGNOR, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath.

Sherran Manies  
 Notary Public

SEAL

My Commission Expires:  
April 23, 2005



**Exhibit A**

**Registered Trademarks**

1. "Prestige" USPTO Reg. No. 2,524,940

**Unregistered Trademarks**

1. New Prestige Logo with Restylized eagle
2. Paint Collection Logo
3. Stain Collection Logo