

Attorney Docket No. 84924-1

Form PTO-1594
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)

Recordation Form Cover Sheet
TRADEMARKS ONLY

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

Tab settings >>>

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

1. Name of conveying party(ies):

SINOE GmbH

Individual(s) Association

General Partnership Limited Partnership

Corporation

Other _____

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Name: **CREATIVE BRANDS C.V.**

Street Address: **Denemarkenlaan 2, 2711 EI Zoetermeer, Netherlands**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Other **Netherlands Corporation**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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: **June 29, 2004**

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

Additional numbers attached? No

B. Trademark Registration No.: **1313,534**

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

Name: John A. Hughes, Esq.
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

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: **20-1430**

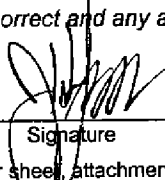
(Attach duplicate copy of this page if paying by deposit account)

CH \$40.00 201430 1313534

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

John A. Hughes _____
Name of Person Signing

 _____
Signature

October 22, 2004 _____
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 Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the date set opposite the signature hereinbelow. The assignment made by this instrument is from SINOE GmbH, a corporation of Germany, with a principal place of business at Schwertstr. 48, Sindelfingen D-7032, Germany (hereinafter "Assignor"), to Creative Brands C.V., represented by Creative Brands B.V., represented by its authorized agent, Mr. Harro Uwe Cloppenburg, a natural person with an address of Denemarkenlaan 2, 2711 EL Zoetermeer, Netherlands (hereinafter "Assignee").

Assignor is the successor in interest of the rights transferred by this assignment through changes in Assignor's corporate name, from "Ursula Neuhäuser Textil-Design und Handelsgesellschaft mbH," to "Dibari Textil-Design und Handelsgesellschaft mbH," to Assignor.

Assignor is the owner of the trademark(s) and service mark(s) **DIBARI®** (including such mark in stylized form(s) and/or combined with design(s), and in trade names, slogans, logos and trade dress, if any), including but not limited to the United States registration for the trademark **DIBARI®** in International Class 25, Application Ser. No. 73/409,835, filed January 17, 1983; Reg. No. 1,313,534, issued January 8, 1985 (collectively hereinafter "the Mark").

Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Mark, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Mark"). Assignor specifically warrants that it has not previously transferred any rights in the Mark to any other party prior to this Assignment.

WHEREAS, Assignor desires to assign to Assignee All Rights in the Mark (as defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark (as defined hereinabove). This assignment of all claims for damages by reason of past infringement(s) of the Mark, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Mark may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Mark, now and in the future.

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The undersigned represents and warrants that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

ASSIGNOR SINOE GmbH

Dated: 29th JUNE, 2004

By: [Signature]
Name: DR. PRESSER
Title: Managing Director

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