

5/11/04

05-14-2004

Form PTO-1594  
(Rev. 10/02)  
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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):  
CHRISTINA LAPETINA-JOHNSON

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: April 19, 2004

2. Name and address of receiving party(ies)

Name: PTHALO, INC.

Internal

Address:

Street Address: 110 E. 9<sup>TH</sup> STREET, SUITE B-835

City: LOS ANGELES State: CA Zip: 90079

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CALIFORNIA
- 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)  
76/305681

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: ROD S. BERMAN, ESQ.

Internal Address:

Street Address: JEFFER, MANGELS, BUTLER & MARMARO LLP  
1900 AVENUE OF THE STARS, SEVENTH FLOOR

City: LOS ANGELES State: CA Zip: 90067

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:

10-0440

(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.

VICTOR K. SAPPHERE

Name of Person Signing

Signature

MAY 6, 2004

Date

05/13/2004 LMUELLER 00000105 100440 76305681

Total number of pages including cover sheet, attachments, and document: 3

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Mail documents to be recorded with required cover sheet information to:  
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Washington, D.C. 20231

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Jeffer Mangels et al #22

P.02

TRADEMARK  
64581-0001

**TRADEMARK ASSIGNMENT**

**WHEREAS, CHRISTIANA LAPETINA-JOHNSON**, an individual having her principal place of business at 21354 Nordhoff Street, Suite 113, Chatsworth California 91311 ("Assignor"), is the owner of U.S. Trademark Appl. Ser. No. 76/305,681 (the "Application") for the mark **CROWN OF HEARTS** (the "Mark"), the business associated with the mark and the goodwill represented by the Mark.

**WHEREAS, PTHALO, INC.**, a corporation organized and existing under the laws of the State of California having its principal place of business at 110 E. 9th Street, Suite B-835, Los Angeles, California 90079 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Mark and the Application, the portion of the business to which the Mark pertains and the goodwill represented by the Mark.

**NOW, THEREFORE**, for and in consideration of one (1) dollar and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of \_\_\_\_\_, Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Mark and the portion of the Assignor's existing and ongoing business to which the mark pertains, the Application and the goodwill represented by the Mark, free and clear of all security interests, liens and encumbrances effective as of the date of this Assignment, together with the right to bring and prosecute any claims or causes of action for past infringement of the Mark or the Application, including the defense of Trademark Opposition No. 91153804, currently before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office. Assignee takes the foregoing portion of the Assignor's business free and clear of any and all debts, liens, claims by or other obligations to third-parties.

The United States Patent and Trademark Office is hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands as of the dates written below.

**CHRISTIANA LAPETINA-JOHNSON**  
By: 

**PTHALO, INC.**

Dated: 4-19-04 2004

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2004

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TOTAL P.02

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Crown Of Hearts

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TRADEMARK  
64581-0001

TRADEMARK ASSIGNMENT

WHEREAS, CHRISTIANA LAPEYNA-JOHNSON, an individual having her principal place of business at 21354 Northcott Street, Suite 113, Chatsworth California 91311 ("Assignor"), is the owner of U.S. Trademark Appl. Ser. No. 76/365,681 (the "Application") for the mark CROSSHEARTS OF HEARTS (the "Mark"), the business associated with the mark and the goodwill represented by the Mark.

WHEREAS, PTHALO, INC., a corporation organized and existing under the laws of the State of California having its principal place of business at 110 E. 9th Street, Suite B-635, Los Angeles, California 90079 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Mark and the Application, the portion of the business to which the Mark pertains and the goodwill represented by the Mark.

NOW, THEREFORE, for and in consideration of one (1) dollar and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of

Assignor does hereby sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Mark and the portion of the Assignor's existing and ongoing business to which the mark pertains, the Application and the goodwill represented by the Mark, free and clear of all security interests, liens and encumbrances effective as of the date of this Assignment, together with the right to bring and prosecute any claims or causes of action for past infringement of the Mark or the Application, including the defense of Trademark Opposition No. 91153804, currently before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office. Assignee takes the foregoing portion of the Assignor's business free and clear of any and all debts, liens, claims by or other obligations to third parties.

The United States Patent and Trademark Office is hereby authorized to deliver to Assignee, its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, the undersigned have heretanto set their hands as of the date written below.

CHRISTIANA LAPEYNA-JOHNSON,

PTHALO, INC.

By: \_\_\_\_\_

By: [Signature]

Dated: \_\_\_\_\_, 2004

Name: SAJESH WATHE CHOPRA

Title: SECY

Dated: \_\_\_\_\_, 2004

LA 1475298 V1

TOTAL P. 02

TOTAL P. 02