TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LAWRENCE H. PASTERNACK		12/21/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	PASTERNACK ENTERPRISES, LLC
Street Address:	1851 Kettering
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2368149	PE
Registration Number:	2366086	PE
Registration Number:	2377077	PASTERNACK ENTERPRISES

CH $90.00 2368149

CORRESPONDENCE DATA

Fax Number: (714)546-9035
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-662-4665
Email: sgeer@rutan.com
Correspondent Name: Sara L. Geer, Rutan & Tucker, LLP
Address Line 1: 611 Anton Blvd., Suite 1400
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Sara L. Geer
Signature:	/Sara L. Geer/
Date:	12/21/2004

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "ASSIGNMENT") is made and entered into as of December 21, 2004 (the "EFFECTIVE DATE") by and between LAWRENCE H. PASTERNACK, an individual ("ASSIGNOR"), and PASTERNACK ENTERPRISES, LLC, a California limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR wishes to assign to ASSIGNEE, and ASSIGNEE wishes to acquire from ASSIGNOR, the trademarks, registrations, and registration applications set forth on Schedule A attached hereto (collectively, the "ASSIGNED TRADEMARKS").

NOW, THEREFORE, for 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 ASSIGNED TRADEMARKS, together with the goodwill of the business symbolized in the ASSIGNED TRADEMARKS, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, 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 EFFECTIVE DATE 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.

TRADEMARK
REEL: 002995 FRAME: 0636

ASSIGNOR hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this ASSIGNMENT;

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK
REEL: 002995 FRAME: 0637

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this ASSIGNMENT to be executed by their duly authorized representatives as of the EFFECTIVE DATE.

"ASSIGNOR"

LAWRENCE H. PASTERNACK, an individual

By: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 21st day of December, 2004, before me, the undersigned notary public, personally appeared Lawrence H. Pasternack, proved to me through satisfactory evidence of identification, which were Ca Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Joy Rosemarie Greco
Notary Signature
[Seal]

My commission expires
March 5, 2005

JOY ROSEMARIE GRECO
Commission # 1296181
Notary Public - California
Orange County
My Comm. Expires Mar 5, 2005

"ASSIGNEE"

PASTERNACK ENTERPRISES, LLC, a California limited liability company

By: _____
Lawrence H. Pasternack
Manager and Sole Member

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 21st day of December, 2004, before me, the undersigned notary public, personally appeared Lawrence H. Pasternack, proved to me through satisfactory evidence of identification, which were CA Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Signature
[Seal]

My commission expires

March 5, 2005

JOY ROSEMARIE GRECO
Commission # 1296181
Notary Public - California
Orange County
My Comm. Expires May 5, 2005

SCHEDULE A

Trademarks

USPTO Registration No.	USPTO Serial No.	Mark
2368149	75666752	
2366086	75665407	
2377077	75665549	PASTERNACK ENTERPRISES