

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
Pasternack Enterprises, LLC		12/24/2004	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pasternack Enterprises, Inc.		
Street Address:	1851 Kettering		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2366086	PE	
Registration Number:	2368149	PE	
Registration Number:	2377077	PASTERNAK ENTERPRISES	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	15th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
NAME OF SUBMITTER:	Francie R. Gorowitz		
Signature:	/Francie R. Gorowitz/		

CH \$90.00 2366086

Date:

01/19/2005

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "ASSIGNMENT") is made and entered into as of December 24, 2004 (the "EFFECTIVE DATE") by and between PASTERNAK ENTERPRISES, LLC, a California limited liability company ("ASSIGNOR"), and PASTERNAK ENTERPRISES, INC., a Delaware corporation ("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.

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;

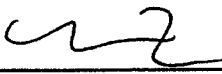
ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record ASSIGNEE as the assignee and owner of the ASSIGNED TRADEMARKS.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

“ASSIGNOR”


PASTERNAK ENTERPRISES, LLC, a California
limited liability company

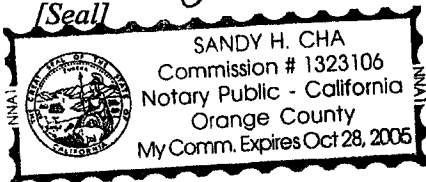
By: 
Lawrence Pasternack
Manager and Sole Member

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 23 day of December, 2004, before me, the undersigned notary public, personally
appeared **LAWRENCE PASTERNAK**(name of document signer), proved to me through
satisfactory evidence of identification, which were California Drivers License to be the person
whose name is signed on the preceding or attached document, and acknowledged to me that (he)
(she) signed it voluntarily for its stated purpose.

(as partner for _____, a corporation)
(as _____ for _____, a corporation)
(as attorney in fact for _____, the principal)
(as _____ for _____, (a) (the) _____)



Notary Signature
[Seal]



My commission expires
10/28/05

"ASSIGNEE"

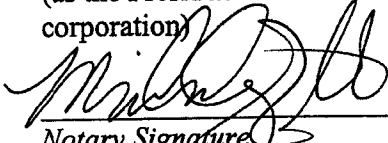
PASTERNAK ENTERPRISES, INC.,
a Delaware corporation

By: 
Charles H. Becker
President and Chief Executive Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 22rd day of December, 2004, before me, the undersigned notary public, personally appeared Charles H. Becker, proved to me through satisfactory evidence of identification, which were Calif. Drivers 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.

(as the President and Chief Executive Officer for Pasternack Enterprises, Inc., a Delaware corporation)




Notary Signature
[Seal]

My commission expires
Dec. 2, 2005



SCHEDULE A

Trademarks

United States Patent and Trademark Office Registration Number	United States Patent and Trademark Office Serial Number	Mark
2368149	75666752	<p>Word Mark: PE</p> <p>DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS</p> 
2366086	75665407	<p>Word Mark: PE</p> <p>DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS</p> 
2377077	75665549	<p>Word Mark: PASTERNAK ENTERPRISES</p>