

09-22-2004

OMB, No. 0651-0011 (exp. 4/94)
(Rev. 6-93)



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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913-04

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

1. Name of conveying party(ies):

MICHAEL ALLEN COHEN, INC.

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: **MICHAEL STARS, INC.**

Internal Address:

SEP 15 2004

Street Address: **12955 Chadron Avenue
Hawthorne, California 90250**

Country: **USA**

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: August 16, 2004

4. Application number(s) or registration number(s): 1,488,585

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Registration No.(s)

Additional numbers attached? Yes No

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

Name: **Willmore F. Holbrow**

Internal Address:

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

Street Address: **12400 Wilshire Boulevard
Seventh Floor**

City: **Los Angeles** State: **CA** ZIP: **90025**

6. Total number of applications or registrations involved: **1**

7. Total fee (37 CFR 3.41) **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **02-2666**

(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.

Willmore F. Holbrow, Reg No 41,845

Name of Person Signing, Reg. Signature

Date **Sept 9, 04**

Total number of pages including cover sheet, attachments & document: _____

I hereby certify that this paper or fee is being deposited with the United States Postal Service as "First Class Mail to Addressee" service under 37 CFR 1.10 on 9/9/04 and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

MARIA TAP
(Typed or printed name of person mailing paper or fee)

[Signature]
(Signature of person mailing paper or fee)

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09/21/2004 18:08:01
01 FC:6521

NUNC PRO TUNC
ASSIGNMENT OF TRADEMARK
AND
THE UNITED STATES REGISTRATION THEREOF

WHEREAS, MICHAEL ALLEN COHEN, INC., a California corporation organized and existing under the laws of the State of California, (hereinafter "ASSIGNOR"), adopted and used, and thereby, owned all rights, title and interests in and to the trademark MICHAEL STARS and registration therefor as U. S. Registration No. 1,488,585 registered on May 17, 1988, along with the goodwill of the business appurtenant to said Mark

WHEREAS, on or about June 12, 1990 (hereinafter the "effective date"), by virtue of an oral assignment, the Mark including all right and title thereto in the United States and internationally was acquired by MICHAEL STARS, INC. a California corporation organized and existing under the laws of the State of California, having a principal place of business at 12955 S. Chadron Avenue, Hawthorne, Ca 90250 (hereinafter referred to as "ASSIGNEE") from ASSIGNOR.

WHEREAS, ASSIGNEE desires to formalize its acquisition of the entire right, title and interest in and to the Mark, the above referenced U.S. application and the attendant goodwill symbolized thereby, nunc pro tunc the effective date, and further to correctly, fully and completely reflect the proper chain of title in and to the Mark in the records of the United States Patent and Trademark Office and in any other Trademark Offices in which there are pending applications for registration.

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that ASSIGNOR, by these presents, does hereby expressly acknowledge its prior assignment of all right, title and interest to the Mark in the United States and internationally and the above referenced U.S.

application to ASSIGNEE on the effective date, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc the effective date, the full and entire right, title and interest in and to the Mark in the United States and internationally and the U.S. application identified hereinabove, all rights, title and interests internationally, and the attendant goodwill symbolized thereby, the same to vest in ASSIGNEE immediately.

Assignee shall have the right to bring legal actions against infringers in its own name for past infringements of the Mark and shall be entitled to recover and keep all damages and settlements for such infringements.

Further, ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office and in any foreign Trademark Offices so as to establish ASSIGNEE as owner of record of the Mark throughout the world.

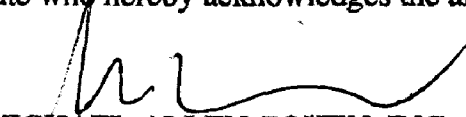
ASSIGNOR further agrees to execute and have executed all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment for and at the request of ASSIGNEE.

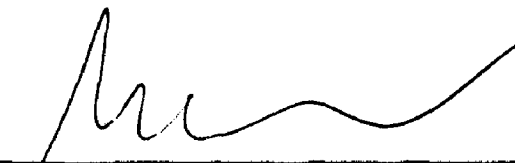
ASSIGNOR hereby represents and warrants that, as of the effective date, (i) it was the sole owner of the Mark and the goodwill associated therewith; (ii) it had theretofore granted no other licenses to any other party to use the Mark; (iii) it was not then aware of any third party who had asserted a claim of any ownership right, title and interest in the Mark, or any of them, or any other rights or interests therein which were adverse to those of ASSIGNOR; and (iv) that it was not a party to any prior agreement, nor had it made any informal commitment or reached any

understanding with any other person or legal entity relating to the Mark which was breached or otherwise violated by the assignment of the Mark. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth hereinabove.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer as of the effective date who hereby acknowledges the aforesaid oral assignment.

8/16/04
Date: August 16, 2004


MICHAEL ALLEN COHEN, INC.

By: 
Michael Allen Cohen, President

State of California)
) SS
County of Los Angeles)

On this 16th day of August, 2004 ~~1995~~, before me, DORIS J. WESTER,
the undersigned Notary Public, personally appeared MICHAEL ALLAN COHEN
_____ personally known to me *OR*
x proved to me on the basis of satisfactory evidence to be the person(x) whose
name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that
by his/~~her/their~~ signature(s) on the instrument the person(x), or the entity upon
behalf of which the person(x) acted, executed the instrument.

WITNESS my hand and official seal.

Doris J. Wester
Notary's Signature

