

03-08-2005



102954715

original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Primp

- 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: 8/5/04

2. Name and address of receiving party(ies)

Name: Primp, Inc.

Internal Address: 8306 Wilshire Boulevard, # 1245

Street Address:

City: Beverly Hills State: CA Zip: 90211

- 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) 78/434,993

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: Robert L. Handler

Internal Address: Ezra Brutzkus Gubner, LLP

Street Address: First Financial Plaza

16830 Ventura Boulevard, Suite 310

City: Encino State: CA Zip: 91436

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:

OPR/FINANCE  
05 MAR - 3 AM 9:50

DO NOT USE THIS SPACE

9. Signature.

Robert L. Handler  
Name of Person Signing

Signature

2/23/05  
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

03/07/2005 6TON11 00000127 78434993

01 FC:8521 40.00 CP

## AGREEMENT

This AGREEMENT made as of this 20<sup>th</sup> day of October, 2004, between Primp, a California partnership composed of Wells Butler (hereinafter "Butler") and Emily Kersman (hereinafter "Kersman"), both individual citizens of the United States with a business address of 630 South Cochran, Apartment 7, Los Angeles, California 90036 (hereinafter "Assignor"), and Primp, Inc., a corporation existing and organized under the laws of the State of California, with a mailing address of 8306 Wilshire Boulevard, #1245, Beverly Hills, California 90211 (hereinafter "Assignee").

WHEREAS, Assignor previously adopted and used the trademark PRIMP for apparel (the "Mark");

WHEREAS, pursuant to an Agreement dated as of April 22, 2004, Assignor and the partners thereof, namely Butler and Kersman, transferred their entire right, title and interest in and to the Mark to Assignee and from April 22, 2004 Assignee has been the sole and lawful owner of the Mark, free and clear of any rights or claims of Assignor or any of the partners thereof;

WHEREAS, despite such transfer, a use based application for the Mark was subsequently filed in the name of Assignor with the United States Patent and Trademark Office as particularly identified in Schedule A hereto (the "Application");

WHEREAS, the parties acknowledge that such application should have been filed in the name of Assignee instead of Assignor, and

WHEREAS, the parties desire to correct such erroneous filing and to confirm that the Mark is owned by Assignee;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor, and each of the individual partners thereof, namely, Butler and Kersman, each individually and collectively hereby reaffirm that it and they previously conveyed, assigned and transferred unto Assignee the entire right, title and interest in and to the Mark, together with the business associated with, and the goodwill of the business symbolized by, the Mark.

2. Assignor, and each of the individual partners thereof, namely, Butler and Kersman each individually and collectively hereby convey, assign and transfer unto Assignee any right, title or interest which it or they may have in or to the Application.

3. Assignor, and each of the individual partners thereof, namely, Butler and Kersman each individually and collectively agree to execute and deliver to Assignee such documents and instruments as may be reasonably requested by Assignee in order to protect its interest in the Mark and the Application, including but not limited to a Revocation and Power of Attorney in the form of Exhibit "A" attached hereto

4. This Agreement shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor, and each of the individual partners thereof, namely, Butler and Kersman and their respective heirs, legal representatives, successors and assigns. If any provision hereof shall be finally determined to be invalid or unenforceable, such provision shall be deemed to be stricken from this Assignment and the remainder hereof shall remain in full force and effect.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws principles.

6. This Agreement sets forth the complete and agreement of the parties regarding the subject matter hereof and supersedes any and all prior negotiations, representations and agreements between the parties hereto regarding the subject matter hereof other than the April 22, 2004 Agreement described above.

ASSIGNOR:

ASSIGNEE:

Primp

Primp, Inc.

By: 

Name: Wells Butler

Title: General Partner

Date: October 20, 2004

By: 

Name: WELLS BUTLER

Title: PRESIDENT

Date: October 20, 2004


By: 

Name: Emily Kersman

Title: General Partner

Date: October 20, 2004

  
Emily Kersman, individually

  
Wells Butler, individually

**SCHEDULE A**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
PRIMP	78/434,993	June 14, 2004