

05-19-2005



103006209

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE

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.

5-16-05

1. Name of conveying party(ies):

Primp, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other California corporation

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

2. Name and address of receiving party(ies)

Name: Primp, LLC

Internal Address: 17818 South Figueroa Street

Street Address:

City: Gardena State: CA Zip: 90745

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company - CA

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 8/28/04

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 MAY 18 AM 7:29

DO NOT USE THIS SPACE

9. Signature.

Robert L. Handler

Signature (Handwritten)

Date 5/11/05

Name of Person Signing

Signature

Date

05/18/2005 DBYRNE 00000039 78434993

Total number of pages including cover sheet, attachments, and document: 4

01 FC:8521

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

TRADEMARK REEL: 003163 FRAME: 0223

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT made this 28th day of October 2004, between Primp, Inc., a California corporation with a business address of 8306 Wilshire Boulevard, #1245, Beverly Hills, California 90211 (hereinafter "Seller"), and Primp, LLC, a California limited liability company with a business address of 17818 South Figueroa Street, Gardena, California 90745 (hereinafter "Buyer").

WHEREAS, Seller has adopted, used and is using the trademark PRIMP for which a use based application has been filed in the United States Patent and Trademark Office, as particularly identified in Schedule A hereto;

WHEREAS, Seller is the owner of all right, title and interest in and to said trademark and the application thereof;

WHEREAS, Buyer is desirous of obtaining all right, title and interest in and to said trademark and the application thereof;

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:

Buyer hereby conveys, assigns and transfers unto Seller the entire right, title and interest in and to the mark identified in Schedule A hereto (the "Mark"), and the United States Trademark Application thereof identified in Schedule A hereto (the "Application"), together with that portion of the business associated with, and the goodwill of the business symbolized by, the Mark and the Application.

Upon Buyer's request, Seller will execute and deliver all further instruments of conveyance, assignment and transfer and take all other action that Buyer reasonably may require to more effectively convey and transfer to Buyer the Mark and the Application, including but not limited to any and all documents which may be required by the United States Trademark Office to perfect the conveyance, assignment and transfer of the Mark and Application to Buyer.

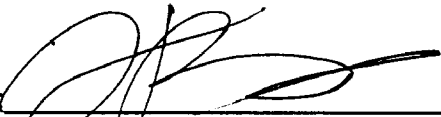
This Trademark Assignment Agreement shall inure to the benefit of Buyer and its successors and assigns and shall be binding upon Seller and their heirs, legal representatives and assigns. If any provision hereof shall be finally determined to be invalid or unenforceable, such provision shall be deemed to be stricken from this Assignment and the remainder hereof shall remain in full force and effect.

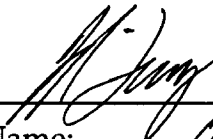
ASSIGNOR:


ASSIGNEE:

Primp, Inc.

Primp, LLC

By: 
Name: WELLS BUTLER
Title: ~~MEMBER~~ PRESIDENT
Date: October 28, 2004

By: 
Name: CODI LEVY
Title: ~~MANAGER~~ MANAGER
Date: October 28, 2004

By: 
Name: WELLS BUTLER
Title: MANAGER
~~MEMBER PRESIDENT~~
Date: October 28, 2004

SCHEDULE A

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