

Form PTO-1594 (Rev. 06/04)  
 OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

A.L.S. Industries, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) March 4, 2005

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached?  Yes

No

Name: R.D.S. Industries, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 1945 W. Artesia Boulevard

City: Torrance

State: California

Country: U.S.A. Zip: 90504

- Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship California  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,702,990

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Marshall A. Lerner, Kleinberg & Lerner, LLP

Internal Address: \_\_\_\_\_

Street Address: 2049 Century Park East, Suite 1080

City: Los Angeles

State: California Zip: 90067

Phone Number: (310) 557-1511

Fax Number: (310) 557-1540

Email Address: mlerner@kleinberglerner.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

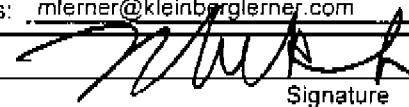
- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:**



March 7, 2005

Date

MARSHALL A. LERNER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Docket No. 12234

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, A.L.S. INDUSTRIES, INC., located at 1942 West Artesia, Torrance, CA 90504 U.S.A., hereinafter referred to as ASSIGNOR, has adopted, used, is using and is the owner of the trademark GAME STUFF and U.S. trademark registration number 2,702,990 for the trademark GAME STUFF, hereinafter referred to as the Trademark; and

WHEREAS, R.D.S. INDUSTRIES, INC., a California corporation, located at 1942 West Artesia, Torrance, CA 90504 U.S.A., hereinafter referred to as ASSIGNEE, is desirous of acquiring all right, title and interest in and to the Trademark.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all worldwide right, title and interest in and to said Trademark, together with the goodwill of the business symbolized by said Trademark.

ASSIGNOR hereby further assigns to ASSIGNEE (a) all damages and other proceeds hereafter recovered or received in any infringement suit, settlement or other proceeding related to the Trademark, (b) the right to sue for past, present and future infringements of the Trademark, and (c) all other rights corresponding to the Trademark and any existing or future applications and registrations related to the Trademark throughout the world.

ASSIGNOR further warrants that upon request of ASSIGNEE, it shall execute all documents, instruments and papers, make all rightful oaths, testify on behalf of ASSIGNEE and do all other lawful acts necessary to carry out the intent of this Assignment or to more

Mar-04-05 05:07pm From-A.L.S. INDUSTRIES

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Mar-04-05 04:18pm From-A.L.S. INDUSTRIES

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T-518 P. 03/04 F-619


fully evidence ASSIGNEE'S rights in the Trademark as well as to provide such other material, information and assistance as ASSIGNEE may consider necessary to carry out the intent of this Assignment.

ASSIGNOR covenants to and with ASSIGNEE that the ASSIGNOR is the owner and has the right to transfer and assign the Trademark, that the Trademark are free and clear of all liens, encumbrances and security interests, and that the ASSIGNOR will defend the title of the Trademark against any person claiming an adverse interest in the Trademark which interest arose prior the date thereof.

The assignment is binding upon the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, I have hereunto set my hand on:

Dated: March 4, 2005

  
Richard D. Smith  
President of A.L.S. Industries, Inc.  
Assignor