

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Blue C.V. by and through its general partner Blue Globe GMBH		12/04/2005	LIMITED PARTNERSHIP: NETHERLANDS

RECEIVING PARTY DATA

Name:	Rosenthal & Rosenthal of California, Inc.
Street Address:	21700 Oxnard Street
City:	Woodland Hills
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78488724	BLUE CULT
Serial Number:	78488742	BLUE CULT
Serial Number:	78488761	BLUE CULT
Serial Number:	76546337	BLUE CULT
Serial Number:	76546398	BLUE CULT

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Buchalter Nemer
Address Line 1: 1000 Wilshire Blvd
Address Line 2: 15th Floor
Address Line 4: Los Angeles, CALIFORNIA 90017

CH \$140.00 78488724

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	12/12/2005

Total Attachments: 26

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 4, 2005 is made between UNIVERSAL BLUE C.V., a Dutch limited partnership, by and through its general partner BLUE GLOBE GMBH, a corporation organized and existing under and by virtue of the Laws of the Country of Switzerland, having its chief place of business at Seestrasse 463, CH-8038 Zurich, Switzerland (hereinafter referred to as the "Grantor"), and ROSENTHAL & ROSENTHAL OF CALIFORNIA, INC., with a place of business at 21700 Oxnard Street, Woodland Hills, California 91367 (hereinafter referred to as the "Secured Party"), with respect to the following:

A. Grantor is contemporaneously herewith executing in favor of Secured Party that certain Secured Promissory Note in the principal amount of \$2,500,000.00 ("Note") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Note, the "Loan Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Secured Party in order to secure Grantor's obligations under the Loan Documents.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(ii) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a

license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(iii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iv) All of Grantor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Grantor's right to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Grantor or in the name of Secured Party for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(viii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(ix) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all

payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

“Obligations” means all obligations, liabilities, and indebtedness of Grantor to Secured Party, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Note, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Note. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Secured Party, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Secured Party and Grantor.

2. GRANT OF SECURITY INTEREST.

2.1 Grant of Security Interest. Grantor hereby grants to Secured Party a first-priority security interest in all of Grantor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Collateral.

(i) A true and complete schedule setting forth all federal copyright registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B;

(iii) A true and complete schedule setting forth all patent and patent applications owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C;

3.2 Validity; Enforceability. Each of the copyrights, patents and trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the copyrights, patents or trademarks are invalid or unenforceable, or that the use of any copyrights, patents or trademarks violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons;

3.4 Notice. Grantor has used and will continue to use proper statutory notice in connection with its use of each of the copyrights, patents and trademarks;

3.5 Quality. Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, design, sale, and lease of products and the delivery of services under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Secured Party of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED COPYRIGHT, PATENT OR TRADEMARK RIGHTS.

4.1 After-Acquired Copyright, Patent or Trademark Rights. If Grantor shall obtain rights to any new copyrights, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new copyrights, trademarks or patents, or renewal or extension of any trademark registration. Grantor shall bear any expenses incurred in connection with future copyright registrations, patent applications or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

5.1 Litigation and Proceedings. Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Secured Party any information with respect thereto requested by Secured Party. Secured Party

shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Secured Party of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office or United States Copyright Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the copyrights, patents or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent or trademark rights.

6. POWER OF ATTORNEY.

6.1 Power of Attorney. Grantor grants Secured Party power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time following a Default in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for Secured Party to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Secured Party's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

7.1 Right to Inspect. Grantor grants to Secured Party and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold or leased under any of the copyrights, patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. EVENTS OF DEFAULT.

Any of the following events shall be a Default:

8.1 Note. A Default or Event of Default shall occur as defined in the Note or any Loan Document;

8.2 Misrepresentation. Any representation or warranty made herein by Grantor or in any document furnished to Secured Party by Grantor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Grantor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof, which materially and adversely affects Secured Party.

9. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

9.1 Notice of default and opportunity to cure. In the event that: (a) a Default in payment of the Obligations occurs as a result of the failure of Intellectual property Global Investments, Inc. to pay to Secured Party any amount when due on the Assigned Note (as that term is defined in that certain Collateral Assignment of Note of even date herewith between Grantor and Secured Party ("Collateral Assignment") as provided for in the Collateral Assignment; or (b) upon the occurrence of any non-payment Default or Event of Default under the Note or any other Loan Document, Secured Party Secured Party shall provide Grantor with Seven (7) days in which to cure any such Default or Event of Default.

10. SPECIFIC REMEDIES.

Upon the occurrence of any Default and in the event that such Default is not cured in accordance with this Agreement, Secured Party shall have, in addition to, other rights given by law or in this Agreement, the Note, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

10.1 Notification. Secured Party may notify licensees to make royalty payments on license agreements directly to Secured Party;

10.2 Sale. Secured Party may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Secured Party deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor five (5) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Secured Party, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Secured Party shall also give notice of the time and place by publishing a notice one time at least five (5) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Secured Party may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Secured Party at such sale.

11. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

11.1 CHOICE OF LAW AND VENUE. THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF SECURED PARTY, IN ANY OTHER

COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF GRANTOR AND SECURED PARTY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

11.2 WAIVER OF TRIAL BY JURY. TO THE MAXIMUM EXTENT NOW OR HEREAFTER PERMITTED BY LAW, THE GRANTOR AND THE SECURED PARTY THE HEREBY IRREVOCABLY AS AN INDEPENDENT COVENANT WAIVE A JURY TRIAL AND THE RIGHT THERETO IN ANY ACTION OR PROCEEDING BETWEEN THE GRANTOR AND THE SECURED PARTY, WHETHER HEREUNDER OR UNDER THE TERMS AND CONDITIONS OF ANY LOAN DOCUMENTS.

12. GENERAL PROVISIONS

12.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Secured Party.

12.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign this Agreement or any rights or duties hereunder without Secured Party's prior written consent and any prohibited assignment shall be absolutely void. Secured Party may assign this Agreement and its rights and duties hereunder and no consent or approval by Grantor is required in connection with any such assignment, except that Secured Party shall provide Grantor written notice of its intent to assign this Agreement or any rights or duties hereunder sixty (60) days prior to such assignment..

12.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

12.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

12.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

12.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Secured Party and Grantor.

12.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when

executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12.8 Fees and Expenses. Grantor shall pay to Secured Party on demand all costs and expenses that Secured Party pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Secured Party; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and the United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Secured Party arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

12.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the Note.

12.10 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

12.11 Reference Provision.

(a) The parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in the Loan Documents, but the California Supreme Court has held that pre-dispute Jury Trial Waivers not authorized by statute are unenforceable. This Reference Provision will be applicable until: (i) the California Supreme Court holds that a pre-dispute Jury Trial Waiver provision similar to that contained in the Loan Documents is valid

or enforceable; or (ii) the California Legislature enacts a statute which becomes law, authorizing pre-dispute Jury Trial Waivers of the type in the Loan Documents and, as a result, such waivers become enforceable. In addition, this Reference Provision, if not already applicable as otherwise provided herein, will become applicable, if a Court, contrary to a choice of law provision contained in the Loan Documents, holds that the laws of the State of California apply to the Loan Documents.

(b) Other than (i) nonjudicial foreclosure of security interests in real or personal property, (ii) the appointment of a receiver or (iii) the exercise of other provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other Loan Documents, will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court or Federal District Court in the County or District where the real property, if any, is located or in a County or District where venue is otherwise appropriate under applicable law (the "Court").

(c) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(d) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within ninety (90) days after the date of the conference and (c) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(e) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(f) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to

the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(g) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision and pursuant to CCP §644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(h) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(i) THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS AGREEMENT OR ANY OTHER AGREEMENT RELATING TO THE OBLIGATIONS.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GRANTOR:

UNIVERSAL BLUE C.V.,
a Dutch limited partnership,
by and through its general partner
BLUE GLOBE GMBH,
a corporation organized and existing under and by
virtue of the Laws of the Country of Switzerland

By: [Signature]
Name: DAVID ROSENTHAL
Title: Gen. Manager

SECURED PARTY:

ROSENTHAL & ROSENTHAL OF
CALIFORNIA, INC.

By: [Signature]
Name: TERRANCE EMMETT
Title: Gen. Manager

SCHEDULE A

REGISTERED COPYRIGHTS

Copyright
None

Country

Registration Date

Registration No.

SCHEDULE B
REGISTERED TRADEMARKS


SEE ATTACHED LIST

EXHIBIT "B"

BLUE CULT
 Trademark Status Chart
 November 3, 2005

COUNTRY		MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
1.	USA	BLUE CULT	Optical instruments and apparatus, namely, spectacles, eyeglasses, spectacle cases in Int'l Class 9.	UBCV	78/488,724 23 SEP 2004			Pending. Priority Deadline = March 23, 2005
2.	USA	BLUE CULT	Goods made of precious metals, namely, jewelry, namely, rings, key rings, belt buckles, ear rings, cufflinks, bracelets, charms, brooches, necklaces, medallions; homological and chronometric instruments, straps for watches, watches and wrist-watches, cases for watches in Int'l Class 14.	UBCV	78/488,742 23 SEP 2004			Pending. Priority Deadline = March 23, 2005
3.	USA	BLUE CULT	Goods made of leather or imitations of leather not included in other classes, namely, valises, traveling bags, luggage for travel, garment bags for travel, vanity cases solid empty, rucksacks, hand bags, beach bags, shopping bags, shoulder bags, attache cases, briefcases, draw string pouches, and fine leather goods, namely, pocket wallets, purses, leather key holders, business card cases, calling card cases, and credit card cases, umbrellas, parasols, canes, and walking-stick seats in Int'l Class 18	UBCV	78/488,761 23 SEP 2004			Pending. Priority Deadline = March 23, 2005
4.	USA	BLUE CULT ¹	Clothing; namely, ascots, bandannas, bathrobes, bathing suits, bathing trunks, belts, cloth bibs, blazers, blouses, blousons, body suits, boleros, caftans, caps, cardigans, chemises, coats, corsets, costumes, coveralls, coverups, ensembles, dresses, dungarees, footwear, galoshes, garter belts, gilets, gowns, halter tops, hats, headbands, hoods, jackets, jeans, jerseys, jumpers, jumpsuits, kerchiefs, knickers, knitted tops, lingerie, loungewear, mittens, moccasins, mufflers, neckwear, nightgowns, outerwear, overalls, pajamas, pedal pushers, pocket squares, pullovers, rainwear, robes, rubbers, shirts, shirts, shoes, shorts, ski wear, skirts, slacks, smocks, snow suits, socks, sport coats, stockings, stoles, suits, sun visors, sweat bands, sweatshirts, T-shirts, tank tops, tennis wear, topsuits, tops, tracksuits, trousers, tunics, tuxedos and underwear in Int'l Class 25.	UBCV	76/546,337 22 SEP 2003			Suspended. Pending disposition of Serial Nos. 76/462,589 (CULT and CROSS DESIGN), 78/155,359 (CULT and SURFER DESIGN) and 78/301,991 (CULT INDUSTRIES).

¹ Full search conducted in 1999. The mark was cleared in the U.S. with certain limitations.
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COUNTRY	MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
5. USA	BLUE CULT AND DESIGN 	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	76/546,398 22 SEP 2003			Pending
6. AFRICA (SOUTH)	BLUE CULT	Clothing; including, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI; application has been assigned to UBCV; recordation of assignment pending	2003-21694 09 DEC 2003			Pending
7. ARGENTINA	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI; application has been assigned to UBCV; recordation of assignment pending	2484245 18 DEC 2003			Suspended. Based on CULTURA AND DESIGN mark owned by Indian Way, S.A. Parties must settle disputes among themselves. Awaiting for instructions from client on how to proceed.
8. AUSTRALIA	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	BCF; registration has been assigned to UBCV; recordation of assignment pending	952728 05 MAY 2003	952728 05 MAY 2003	05 MAY 2013	Registered.
9. BAHAMAS	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25 (I.C. 38).	AI; application has been assigned to UBCV; recordation of assignment pending				Pending.
10. BAHRAIN	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI; application has been assigned to UBCV; recordation of assignment pending				Pending.
11. BARBADOS	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	12 DEC 2004			Pending.

AI stands for Aneami, Inc., formerly known as Blue Cult, Inc.
 UBCV stands for Universal Blue C.V.
 BCF stands for Blue Cult, Inc.
 AIWE Los Angeles Document # 113819152
 INEY 73865v1

COUNTRY	MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
12. BELIZE	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	At application has been assigned to UBCV, recordation of assignment pending				Pending.
13. BERMUDA	BLUE CULT	Namely, clothing, footwear and headgear in Int'l Class 25.	UBCV	40757 29 DEC 2003			Pending.
14. BOLIVIA	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	SM-3866 03 28 NOV 2003			Pending.
15. BRAZIL	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	826094864 26 NOV 2003			Pending.
16. BRUNEI	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	35921 11 DEC 2003	35921 11 DEC 2003	11 DEC 2013	Registered. Recordation of assignment completed on January 10, 2005.
17. CAMBODIA	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	25 DEC 2003			Pending.
18. CANADA	BLUE CULT	Clothing; namely, ascots, bandannas, bathrobes, bathing suits, bathing trunks, belts, cloth bibs, blazers, blouses, blouses, body suits, boleros, boleros, caps, cardigans, chemises, coats, coats, costumes, coveralls, coverups, culottes, dresses, dungarees, footwear, galoshes, garter belts, gilets, gowns, halter tops, hats, headbands, hoods, jackets, jeans, jerseys, jumpers, jumpsuits, kerchiefs, knickers, knitted tops, lingerie, loungewear, mittens, moccasins, mufflers, neckwear, nightgowns, outerwear, overalls, pajamas, pedal pushers, pocket squares, pullovers, rainwear, robes, rubbers, shirts, shirts, shoes, shorts, ski wear, skirts, slacks, smocks, snow suits, socks, sport coats, stockings, stoles, suits, sun visors, sweat bands, sweatshirts, T-shirts, tank tops, tennis wear, topcoats, tops, track suits, trousers, tunics, tuxedos and underwear in Int'l Class 25.	UBCV	1132559 07 MAR 2002	TMA602775 19 FEB 2004	19 FEB 2019	Registered

COUNTRY	MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
19. CANADA	BLUE CULT	Optical instruments and apparatus, namely, spectacles, eyeglasses, spectacle cases in Int'l Class 9. Goods made of precious metals, namely, jewelry, namely, rings, key rings, belt buckles, ear rings, cufflinks, bracelets, charms, brooches, necklaces, medallions; horological and chronometric instruments, namely, wrist-watches, straps for watches, cases for watches in Int'l Class 14. Goods made of leather or imitations of leather not included in other classes, namely, valises, traveling bags, luggage for travel, garment bags for travel, vanity cases sold empty, rick-sacks, hand bags, beach bags, shopping bags, shoulder bags, attache cases, briefcases, draw string pouches, and fine leather goods, namely, pocket wallets, purses, leather key holders, business card cases, calling card cases, and credit card cases, umbrellas, parasols, canes, and walking-stick seats in Int'l Class 18.	URCV	1231826 28 SEP 2004			Pending.
20. CHILE	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	URCV	634778 21 JAN 2004	698280 19 JUL 2004	19 JUL 2014	Registered.
21. CHINA	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops, all in one suits for babies, swimwear, water proof clothing, cosmetics clothing; shoes for gymnastics; shoes; hats; socks; gloves; scarves; belts (clothing); sashes for wear in Int'l Class 25.	URCV	3667444 11 AUG 2003			Pending.
22. COLOMBIA	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	URCV	0340043 14 MAY 2003	282395 30 JUN 2004	30 JUN 2014	Registered.
23. COSTA RICA	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI: registration has been assigned to UBCV; recordation of assignment pending	2003/009156 18 DEC 2003	148173 23 JUN 2004	23 JUN 2014	Registered.
24. CYPRUS	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI: application has been assigned to UBCV; recordation of assignment pending	69416 10 DEC 2003			Pending.

COUNTRY	MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
25. DOMINICAN REPUBLIC	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	2004-2406 09 DEC 2003	140719 30 APR 2004	30 APR 2014	Registered.
26. ECUADOR	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	139475 27 NOV 2003	29755 15 APR 2004	15 APR 2014	Registered.
27. EGYPT	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	BCI; application has been assigned to UBCV; recordation of assignment pending	163450 10 DEC 2003			Pending.
28. EL SALVADOR	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI; application has been assigned to UBCV; recordation of assignment pending	E-45331-2003 08 DEC 2003			Pending.
29. EUROPEAN UNION	BLUE CULT	Optical instruments and apparatus, namely, spectacles, eyeglasses, spectacle cases in Int'l Class 9. Goods made of precious metals, namely, jewelry, namely, rings, key rings, belt buckles, ear rings, cufflinks, bracelets, charms, brooches, necklaces, medallions, horological and chronometric instruments, straps for watches, watches and wrist watches, cases for watches in Int'l Class 14. Goods made of leather or imitations of leather not included in other classes, namely, valises, traveling bags, luggage for travel, garment bags for travel, vanity cases sold empty, rucksacks, hand bags, beach bags, shopping bags, shoulder bags, attache cases, briefcases, draw string pouches, and fine leather goods, namely, pocket wallets, purses, leather key holders, business card cases, calling card cases, and credit card cases, umbrellas, parasols, canes, and walking-stick seats in Int'l Class 18.	UBCV	004036364 23 SEP 2004			Pending.
30. EUROPEAN UNION	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	002850956 16 SEP 2002	002850956 16 SEP 2002	16 SEP 2012	Registered.

COUNTRY		MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
31.	GERMANY	BLUE CUIT AND DESIGN	Clothes, particularly jeans in Int'l Class 25.	BCI; registration has been assigned to UBCV; recordation of assignment pending	2039102 06 APR 1992	2839102 24 JUN 1993	07 APR 2012	Pending. Assigned to BLUE CULT, INC. from Blue Cut-Jeans Prohibitions.
32.	GUATEMALA	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV				Pending
33.	GUYANA	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI; application has been assigned to UBCV; recordation of assignment pending	20005A 11 DEC 2003			Pending.
34.	HAITI	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI; application has been assigned to UBCV; recordation of assignment pending	1139Y 12 DEC 2003	325143 27 OCT 2004	27 OCT 2014	Registered.
35.	HONDURAS	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI; registration has been assigned to UBCV; recordation of assignment pending	3019403 26 NOV 2003	91130 18 JUN 2004	18 JUN 2014	Registered.
36.	HONG KONG	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	200218047 05 DEC 2002	200314826 04 DEC 2003	05 DEC 2009	Registered.
37.	HUNGARY	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	M0502070 14 MAY 2003	181116 11 APR 2005	14 MAY 2013	Registered.
38.	ICELAND	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	32512003 22 DEC 2003	1982004 03 MAR 2004	03 MAR 2014	Registered.

COUNTRY	MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
39.	INDIA	BLUE CULT	AI; application has been assigned to UBCV; recordation of assignment pending	1254984 12 DEC 2003			Pending
40.	INDONESIA	BLUE CULT	BCI; application has been assigned to UBCV; recordation of assignment pending	D00.2003.12134 .12247 19 MAY 2003			Pending
41.	IRAN	BLUE CULT	UBCV	82091037 14 DEC 2003	114364 08 SEP 2004	08 SEP 2014	Registered.
42.	ISRAEL	BLUE CULT	UBCV	164602 28 MAY 2003	164602 28 MAY 2003	28 MAY 2013	Registered.
43.	JAMAICA	BLUE CULT	AI; application has been assigned to UBCV; recordation of assignment pending	44724 19 DEC 2003	44724 19 DEC 2003	19 DEC 2013	Registered
44.	JAPAN	BLUE CULT	UBCV	2002.091520 28 OCT 2002	4757935 19 MAR 2004	19 MAR 2014	Registered.

COUNTRY	MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
45. JAPAN	BLUECULT	Clothing; namely, ascots, bandannas, bathrobes, bathing suits, bathing trunks, belts, cloth bibs, blazers, blouses, blouses, body suits, boleros, caftans, caps, cardigans, chemises, coats, corsets, costumes, coveralls, coverups, culottes, dresses, dungarees, footwear, galoshes, garter belts, gilets, gowits, halter tops, hats, headbands, hoods, jackets, jeans, jerseys, jumpers, jumpsuits, kerchiefs, knickers, knitted tops, lingerie, loungewear, mittens, moccasins, mufflers, neckwear, nightgowns, outerwear, overalls, pajamas, pedal pushers, pocket squares, pullovers, rainwear, robes, rubbers, shifts, shirts, shoes, sport coats, stockings, stoles, suits, sun visors, sweat bands, sweatshirts, T-shirts, tank tops, tennis wear, topcoats, tops, tracksuits, trousers, tunics, tuxedos and underwear in Int'l Class 25.	BCI; application has been assigned to UBCV; recordation of assignment pending	2002091519 29 OCT 2002	4855925 08 APR 2005	08 APR 2015	Abandoned.
46. JAPAN	BLUECULT	Spectacles; spectacle glasses, and spectacle cases in Int'l Class 9. Ornaments/jewelry made of precious metals (other than cufflinks); Cufflinks; Key holders; Watches; wrist-watches and other horological and chronometric instruments; Straps for watches; and cases for watches in Int'l Class 14. Bags/pouches and the like made of leather or imitations of leather; vanity cases sold empty made of leather or imitations of leather; umbrellas; Parasols; and metal parts of canes and walking sticks in Int'l Class 18.	UBCV	2004093646 13 OCT 2004	4855925 08 APR 2005	08 APR 2015	Registered.
47. JORDAN	BLUECULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	73367 13 JAN 2004	73367 13 JAN 2004	13 JAN 2014	Registered
48. KOREA, SOUTH	BLUECULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	BCI; registration has been assigned to UBCV; recordation of assignment pending	2002-56863 09 DEC 2002	577368 12 MAR 2004	12 MAR 2014	Registered
49. KUWAIT	BLUECULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	BCI; application has been assigned to UBCV; recordation of assignment pending	64450 23 MAY 2004	54427 23 MAY 2004	22 MAY 2014	Registered.

COUNTRY	MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
50.	LEBANON	BLUE CULT	AI: application has been assigned to UBCV; recodification of assignment pending	13077 12 DEC 2003	13077 12 DEC 2003	12 DEC 2013	Pending.
51.	LIECHTENSTEIN	BLUE CULT	UBCV	13077 12 DEC 2003	13077 12 DEC 2003	12 DEC 2013	Registered.
52.	LITHUANIA	BLUE CULT	AI: application has been assigned to UBCV; recodification of assignment pending	2003 2634 11 DEC 2003			Pending.
53.	MALAYSIA	BLUE CULT	UBCV	200316993 15 DEC 2003			Rejected. Based on CULT & Device mark (Reg. No. 2002/09284) owned by Douglas and Mira Spang. Deadline to Respond = November 30, 2004; extended to January 30, 2005; extended to February 30, 2005? (can be extended monthly) Email from local counsel dated February 2, 2005 - Re: Response to the Registrar's objection has been filed on January 28, 2005.
54.	MEXICO	BLUE CULT	BCI: registration has been assigned to UBCV; recodification of assignment pending	539309 14 MAR 2002	771162 28 NOV 2002	14 MAR 2012	Registered.
55.	NETHERLANDS ANTILES	BLUE CULT	UBCV	D-300687 09 DEC 2003	10322 09 DEC 2003	09 DEC 2013	Registered.

COUNTRY	MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
56. NEW ZEALAND	BLUE CULT	Clothing: namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	678407 05 MAY 2003	678407 05 MAY 2003	05 MAY 2010	Registered.
57. NICARAGUA	BLUE CULT	Clothing: namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI: application has been assigned to UBCV; recordation of assignment pending				Pending.
58. NORWAY	BLUE CULT	Clothing: namely, belts, blazers, blouses, coats, dresses, footwear, tops (generalised), hats, jackets, jeans, (Norwegian word for pullover, jersey and sweater), overalls (also include jumpsuits in Norwegian), shirts, trousers (includes shorts and slacks), sport coats and T-shirts in Int'l Class 25.	AI: application has been assigned to UBCV; recordation of assignment pending	08 JAN 2004	226532 15 APR 2005	15 APR 2015	Registered.
59. PAKISTAN	BLUE CULT	Clothing: namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	190631 22 DEC 2003			Pending.
60. PANAMA	BLUE CULT	Clothing: namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	130873 24 SEP 2003	130873 24 SEP 2003	24 SEP 2013	Registered.
61. PARAGUAY	BLUE CULT	Clothing: namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	AI	307162/003 26 NOV 2003	279582 22 JUN 2005	22 JUN 2015	Registered.
62. PERU	BLUE CULT	Clothing: namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	198472 12 DEC 2003	96564 22 APR 2004	22 APR 2014	Registered.
63. PHILIPPINES	BLUE CULT	Clothing: namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	BCI: application has been assigned to UBCV; recordation of assignment pending	4-2003-03352 10 APR 2003			Pending.

COUNTRY		MARK		GOODS		OWNER		APP. NO. & DATE		REG. NO. & DATE		RENEWAL		STATUS	
64.	POLAND	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	UBCV	Z273754 11 DEC 2003									Pending
65.	RUSSIA	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	UBCV	2003724358 10 DEC 2003									Pending
66.	SAUDI ARABIA	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	UBCV	32897 11 MAY 2003			72524 26 APR 2004			11 JAN 2013			Registered.
67.	SINGAPORE	BLUE CULT	Clothing, including, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	BCI, registration has been assigned to UBCV; recordation of assignment pending	T0307453J 19 MAY 2003			T0307453J 19 MAY 2003			19 MAY 2013			Registered.
68.	SWITZERLAND	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	UBCV	510302004 18 FEB 2004			524837 19 AUG 2004			18 FEB 2014			Registered. Confirmation of the assignment has been published in the Swiss commercial gazette No 21 of January 31, 2005.
69.	TAIWAN	BLUE CULT	Clothing, footwear, headwear and belts in Int'l Class 25.	UBCV	BCI, registration has been assigned to UBCV; recordation of assignment pending	092043277 11 JUL 2003			01093241 01 APR 2004			01 APR 2014			Registered.
70.	THAILAND	BLUE CULT	Belts, blazers, blouses, coats, dresses, shoes (not sports shoes), halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Int'l Class 25.	UBCV	UBCV	579427 21 JAN 2005									Pending. Pursuant to correspondence from local counsel dated January 25, 2005, it will take up to 1 year for the Registrar to examine the application for conformity with the relevant laws and regulations.
71.	TURKEY	BLUE CULT	Clothing, namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops, hats, belts in Int'l Class 25.	UBCV	UBCV	52644 15 MAY 2003			2003 11762 15 MAY 2003			15 MAY 2013			Registered.

COUNTRY	MARK	GOODS	OWNER	APP. NO. & DATE	REG. NO. & DATE	RENEWAL	STATUS
72. UAE	BLUE CULT	Clothing; namely, clothes belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Intl Class 25.	AI; application has been assigned to UBCV; recordation of assignment pending	59921 07 APR 2004			Pending.
73. VENEZUELA	BLUE CULT	Clothing; namely, belts, blazers, blouses, coats, dresses, footwear, halter tops, hats, jackets, jeans, jerseys, jumpers, jumpsuits, overalls, pullovers, shirts, shorts, skirts, slacks, sport coats, sweatshirts, T-shirts and tank tops in Intl Class 25.	BI; application has been assigned to UBCV; recordation of assignment pending	6157203 16 MAY 2003			Pending.

SCHEDULE C
PATENTS

<u>Patent</u> <u>Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Name of Inventor</u>
<u>None</u>			

<u>Description</u>	<u>PATENT APPLICATIONS</u>		
<u>None</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventor</u>