

8/22/05

08-23-2005

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

RECORD TRADEMARK



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

103066172

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

1. Name of conveying party(ies): Rosen Products LLC

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

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

2. Name and address of receiving party(ies)

Name: Rosen Entertainment Systems, L.P.

Internal Address:

Street Address: 1120 California Avenue

City: Corona State: CA Zip: 92881

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 10, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,360,503

Additional number(s) attached Yes No

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

Name: David P. Cooper

Internal Address: Kolisch Hartwell, P.C.

Street Address: 520 S.W. Yamhill Street

Suite 200

City: Portland State: OR Zip: 97204

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:

11-1540

DO NOT USE THIS SPACE

9. Signature.

David P. Cooper Name of Person Signing

Signature

August 9, 2005 Date

Total number of pages including cover sheet, attachments, and document: 24

08/23/2005 DBYRNE 00000005 2360503

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

01 FC:0521

40.00 DP

TRADEMARK REEL: 003210 FRAME: 0187

TRADEMARK ASSIGNMENT

WHEREAS, Rosen Products LLC (Rosen Products), a Delaware limited liability company, owns rights in the trademarks listed in Exhibit A.

WHEREAS, Rosen Products entered into trademark license arrangements (the "Licenses") with each of Rosen Aviation Displays LLC ("RAD") and Rosen Sunvisor Systems, LLC ("Visor") in which Rosen Products granted certain licenses to use the mark ROSEN, and in connection with those trademark license arrangements, Rosen Products has certain obligations as a trademark licensor (copies of the Licenses are attached as Exhibit B).

WHEREAS, Rosen Entertainment Systems, L.P. (Rosen Entertainment), a California limited partnership, located and doing business at 1120 California Avenue, Corona, California 92881, is desirous of acquiring all of Rosen Products' rights in the trademarks listed in Exhibit A.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Rosen Products does hereby assign unto Rosen Entertainment, subject to the licenses, all of Rosen Products' right, title and interest in and to the trademarks listed in Exhibit A (the "Trademarks") including any and all goodwill associated with the trademarks in Exhibit A. Rosen Products makes no representation or warranty as to the validity or enforceability of the Trademarks and Rosen Entertainment takes them "as is".

2. Rosen Products hereby delegates to Rosen Entertainment, and Rosen Entertainment hereby assumes and agrees to timely and fully perform and discharge, all obligations, liabilities, responsibilities and covenants of Rosen Products under the Licenses (the "Assumed Obligations").

3. Rosen Entertainment hereby agrees to be bound by the provisions of the Licenses and any amendments thereto, including without limitation the following amendments to the trademark license agreement with Visor ("Visor License"):

a. The definition of Licensed Goods in paragraph 1 of the Sunvisor License is amended to include sun visors and all other shades and light-attenuating devices and systems, including any devices, systems and accessories that attach or relate to the mounting, base or primary system or device (except

audio or video devices), for use in or on any transportation vehicle, including aircraft, motor vehicles and watercraft.

b. All references regarding the R mark and US Trademark Registration No. 2,154,599 and European Union Community Trademark Registration No. 529354 are deleted, since the mark and registrations have been assigned to Visor pursuant to the Assignment attached hereto as Exhibit C.

c. Rosen Entertainment acknowledges that Visor has complied with all quality control requirements in the past.

d. Notices to Licensor under paragraph 8 shall be sent to

Rosen Entertainment Systems, L.P
1120 California Avenue
Corona, CA 92881
Fax: (909) 898-9581

4. Rosen Entertainment will indemnify and hold Rosen Products (and its directors, officers, employees, and affiliates ("Affiliates")) harmless from and against any and all liabilities, losses, obligations, damages, claims, demands, actions, costs and expenses that Rosen Products or its Affiliates may suffer or incur to the extent resulting from, arising out of or relating to, Rosen Entertainment's failure to perform, when due, the Assumed Obligations.

5. RAD and Visor hereby release and discharge Rosen Products from any and all liabilities or obligations under the Licenses. Further, RAD and Visor, as the case may be, agree that Rosen Products shall have no future liabilities or obligations (of performance or otherwise) with respect to the Licenses.

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6. With respect to the assignment of the INFOTAINMENT mark and pending federal trademark application in Exhibit A, Rosen Entertainment is a successor to the business of Rosen Products pertaining to goods to be sold under that mark.

ROSEN PRODUCTS LLC



Date: 6/12/01

Raymond J. Baran, CEO

ROSEN ENTERTAINMENT SYSTEMS, L.P.

Date: _____

W. Thomas Clements, President

ROSEN AVIATION DISPLAYS LLC

Date: _____

John M. Burns, President

ROSEN SUNVISOR SYSTEMS, LLC

Date: _____

Niles Hanson, Manager

6. With respect to the assignment of the INFOTAINMENT mark and pending federal trademark application in Exhibit A, Rosen Entertainment is a successor to the business of Rosen Products pertaining to goods to be sold under that mark.

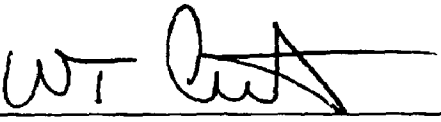
ROSEN PRODUCTS LLC

Date: _____

Raymond J. Baran, _____

ROSEN ENTERTAINMENT SYSTEMS, L.P.

Date: 6/7/04 _____



W. Thomas Clements, President

ROSEN AVIATION DISPLAYS LLC

Date: _____

John M. Burns, President

ROSEN SUNVISOR SYSTEMS, LLC

Date: _____

Niles Hanson, Manager

6. With respect to the assignment of the INFOTAINMENT mark and pending federal trademark application in Exhibit A, Rosen Entertainment is a successor to the business of Rosen Products pertaining to goods to be sold under that mark.

ROSEN PRODUCTS LLC

Date: _____

Raymond J. Baran, _____

ROSEN ENTERTAINMENT SYSTEMS, L.P.

Date: 6/07/04

W. Thomas Clements
W. Thomas Clements, President

ROSEN AVIATION DISPLAYS LLC

Date: 6/10/04

John M. Burns
John M. Burns, President

ROSEN SUNVISOR SYSTEMS, LLC

Date: _____

Niles Hanson, Manager

6. With respect to the assignment of the INFOTAINMENT mark and pending federal trademark application in Exhibit A, Rosen Entertainment is a successor to the business of Rosen Products pertaining to goods to be sold under that mark.

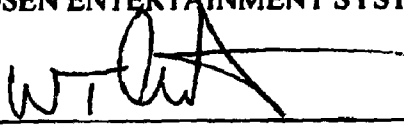
ROSEN PRODUCTS LLC

Date: _____

Raymond J. Baran, _____

ROSEN ENTERTAINMENT SYSTEMS, L.P.

Date: 6/07/04



W. Thomas Clements, President


ROSEN AVIATION DISPLAYS LLC

Date: _____

John M. Burns, President

ROSEN SUNVISOR SYSTEMS. LLC

Date: 6/16/04



Niles Hanson, Manager

EXHIBIT A

WTC

U.S. Trademark Registrations

Mark	Registration No.
ROSEN	U.S. Trademark Reg. No. 2,202,467
TRAVELER	U.S. Trademark Reg. No. 2,261,809
CAR SHOW	U.S. Trademark Reg. No. 2,360,503
DESIGN MISC. (Sunrise/Light Rays)	U.S. Trademark Reg. No. 2,615,727
UNLIMITED VISION	U.S. Trademark Reg. No. 2,786,757
CLEARVUE	U.S. Trademark Reg. No. 2,598,719

Foreign Trademark Registrations

Mark	Country	Registration No.
ROSEN	Europe	Registration No. 523779
ROSEN	Mexico	Registration No. 751386
ROSEN	China	Registration No. 3178994
ROSEN	Singapore	Registration No. T02/07755B
ROSEN	Australia	Registration No. 912780
ROSEN	New Zealand	Registration No. 657140
CARSHOW	Japan	Registration No. 4367535
CARSHOW	Taiwan	Registration No. 00913684
CARSHOW	Korea	Registration No. 436121
CARSHOW	Mexico	Registration No. 751385
INVUE	Japan	Registration No. 4396471

WTC

Foreign Trademark Registrations Cont.

Mark	Country	Registration No.
INVUE	Taiwan	Registration No. 00894098
INVUE	Korea	Registration No. 473563
INVUE	Europe	Registration No. 1024835
INVUE	China	Registration No. 1477761
INVUE	Singapore	Registration No. T98/12868D
CLEARVUE	Mexico	Registration No. 743026

U.S. Trademark Applications

Mark	Application No.
INVUE	U.S. Trademark App. Serial No. 75/508,128
INFOTAINMENT	U.S. Trademark App. Serial No. 75/702,536

Foreign Trademark Applications

Mark	Country	Application No.
ROSEN	Japan	Application No. 24206/2000
ROSEN	Canada	Application No. 1,141,074
ROSEN	Thailand	Application No. 493821
ROSEN	Malaysia	Application No. 2002/06058
CLEARVUE	Canada	Application No. 1,070,776

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EXHIBIT B

WTC

Rosen
Aviation
License

Aviation Business, and (ii) any other contracts, agreements, commitments, understandings or arrangements, whether written or oral, to which Seller is a party, or by which Seller or any of its assets is bound relating to Seller's Aviation Business (collectively, the "Contracts" and, together with the Fixed Assets, Inventory and Accounts Receivable, the "Purchased Assets").

1.2 **Intellectual Property License.** Seller hereby grants to Buyer a perpetual, royalty-free, worldwide license to use the name "Rosen" solely in the name "Rosen Aviation Displays, LLC" and only in connection with the Aviation Business.

1.3 **Liabilities Assumed.** Subject to the following sentence, On the Closing Date (as defined in Section 14.1), Buyer shall assume and agree to discharge all liabilities and obligations of Seller of any nature arising out of or relating to the use, ownership or possession of the Purchased Assets or the Aviation Business, whether due or to become due, absolute, contingent or otherwise, existing on the Closing Date or arising out of any transactions entered into, or any state of facts existing on or prior to such date (collectively, the "Assumed Liabilities"), including, without limitation: (a) all of Seller's liabilities and obligations arising under the Contracts (subject only to the provisions of Section 1.4), (b) Seller's obligations under the purchase orders set forth on Schedule 1.3 (b) and (c) all of Seller's warranty and service part obligations relating to products sold by Seller's Aviation Business prior to the Closing Date. Buyer and Seller agree that the provisions of the Services Agreement (as defined below) shall in no way limit Buyer's obligations under this Section 1.3. Assumed Liabilities shall not include current accounts payable existing on the Closing Date other than those listed on Schedule 1.3 (c).

1.4 **Third Party Consents.** To the extent that Seller's rights under or in respect of any Contract (i) may not be assigned or transferred to Buyer without the consent of another person or (ii) is otherwise non-transferable, this Agreement shall not constitute an agreement to transfer or assign the same if a transfer or assignment without such third party consent would constitute a breach thereof or be unlawful. If any such consent shall not be obtained on or prior to the Closing Date or if any assignment or transfer would be ineffective, Seller, to the extent permitted by applicable law, shall use reasonable efforts to obtain for Buyer the benefits thereunder and shall cooperate, to the extent permitted by applicable law, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer; *provided that*, in such event, Buyer shall undertake to pay or satisfy the corresponding liabilities for the enjoyment of such benefit to the extent Buyer would have been responsible therefore hereunder if such consent or approval had been obtained.

2 EXCLUDED ASSETS

Buyer expressly acknowledges and agrees that the Purchased Assets shall not include any of the assets, properties or rights of Seller, other than as expressly provided in Section 1.1.

WTC

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into as of August 16, 2002, by and between Rosen Products LLC, a Delaware limited liability company ("Licensor"), and Rosen Sunvisor Systems, LLC, an Oregon limited liability company ("Licensee") (collectively, the "Parties").

RECITALS:

- A. Licensor is engaged in the business of the design, manufacture, sale and distribution of visor systems for aviation and recreational vehicles (the "Visor Business").
- B. Licensor has advertised and distributed said products of its Visor Business under the marks ROSEN and R (the "Marks"), and is the owner of intellectual property rights in the Marks, including, without limitation, the rights identified in Exhibit A.
- C. The Parties have entered into a certain Agreement for Sale and Purchase of Business Assets dated as of August 6, 2002 (the "Purchase Agreement") under which Licensee has agreed to purchase substantially all of the assets of Licensor located at 4697 Isabelle Street, Eugene, Oregon, and used exclusively in the Visor Business.
- D. Licensor and Licensee have agreed under Section 7.4 of the Purchase Agreement to provide for the use of the Marks by Licensee in connection with the Visor Business in accordance with the terms and conditions hereinafter set forth.

AGREEMENT:

- 1. Grant of License. Subject to the terms and conditions of this License, Licensor hereby grants to Licensee a worldwide royalty-free, exclusive license to use the Marks, solely in the form set forth in Exhibit B, and solely in connection with visor systems for aviation and recreational vehicles (the "Licensed Goods"). Notwithstanding the foregoing, Licensor retains full and exclusive rights to use the Marks for any purpose other than as described in the immediately preceding sentence.

The foregoing license is subject to the following conditions and restrictions:

- 1.1 Licensee shall use the Marks solely in the form set forth in Exhibit B and solely in conjunction with the Licensed Goods. Licensee shall do such acts and execute such documents as Licensor may reasonably request to enable Licensor to maintain, protect, and perfect Licensor's ownership rights in the Marks. Licensor agrees to maintain all current domestic and foreign trademark registrations for the Marks, as applied to the Licensed Goods, and, if Licensee is unable to do so directly, to file reasonable additional registration applications at Licensee's request and expense on the Marks as applied to the Licensed Goods.

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1.2 Licensee shall not use the Marks in any manner except as specifically permitted by this License. Licensee agrees not to use or adopt any marks, names, or symbols confusingly similar to the Marks. Licensee agrees not to use the Marks on or in connection with any goods or services other than the Licensed Goods. Licensee shall do nothing inconsistent with Licensor's ownership of the Marks.

2. **Ownership of the Marks.** Except for the rights expressly granted under this License, all other rights in the Marks are reserved to Licensor. Licensee acknowledges and agrees that Licensor is the sole owner of all right, title, and interest in and to the Marks, and all use of the Marks by Licensee shall inure solely to the benefit of Licensor and that all rights and goodwill accrued thereby shall be owned by Licensor. By this License, Licensee is obtaining a limited right to use the Marks solely in connection with the Visor Business. Execution of this License shall estop Licensee from asserting any claim contesting Licensor's ownership of the Marks, Licensor's right to enforce its ownership rights in the Marks, or any other claim adverse to Licensor.

3. **Term and Termination.** This License shall be effective as of the date first written above and shall be ongoing, unless terminated as provided below. Upon termination of this License, Licensee shall cease all use of the Marks.

(a) Licensor may terminate this License at any time, by notice to Licensee, upon any breach of this License by Licensee which is not cured by Licensee's discontinuation of the breach within sixty (60) days after notice thereof specifying the breach.

(b) If Licensee dissolves, becomes insolvent, or becomes subject to any proceeding under any bankruptcy, insolvency, or liquidation law, Licensor shall have the right to immediately terminate this License.

4. **Sublicense and Assignment.** Licensee shall not assign, encumber, sublicense, or otherwise transfer its rights or delegate its duties hereunder without the prior written consent of Licensor. Licensor agrees that, in the event of any proposed assignment by Licensee to an entity that (i) proposes to succeed to Licensee's entire business in the Licensed Goods, and (ii) is prepared to assume in writing, without delay, the obligations of Licensee hereunder and to become in all respects bound by the terms and conditions hereof as Licensee, Licensor shall not unreasonably withhold its consent to the proposed assignment.

5. **Quality Control.** Licensee recognizes and understands the importance of Licensor's exercise of control over the quality of the use by Licensee of the Marks so as to preserve the continued validity of the Marks and to protect the goodwill associated therewith. Licensee agrees to provide the Licensed Goods, with which the Marks are used, in a quality consistent with that presently associated with the Marks and to otherwise conduct itself in a manner so as to preserve the goodwill associated with the Marks. If Licensor should notify Licensee of any deficiency from the quality of use, Licensee shall take steps to promptly correct the same. If Licensee fails to cure the deficiency by

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discontinuation thereof within sixty (60) days of receipt of such notice, Licensor may at its sole discretion and without prejudice to its other rights and remedies, terminate this License.

6. **Liability and Indemnification.** Licensee shall indemnify and hold Licensor harmless from all costs, expenses, claims, damages, penalties, liabilities, and losses (including without limitation, reasonable attorneys' fees) arising out of, relating to or resulting from Licensee's use or promotion of the Marks, including any act or omission by Licensee related thereto.
7. **Infringement.** Licensee shall promptly inform Licensor by written notice of any actual, threatened, or potential infringement of the Marks of which Licensee becomes aware. Licensee shall have the right to prosecute infringement of the Marks solely as it relates to the Licensed Goods, and to join Licensor as a complainant in any such infringement suit, but only upon prior written notice to, and appropriate consultation with, Licensor. If Licensee should fail to commence prosecution of infringement of the Marks within thirty (30) days of written notice by Licensor of such infringement, Licensor may prosecute such infringement and retain any recovery from such prosecution. Licensee shall take such actions as Licensor may reasonably request to enable Licensor to prosecute such infringement.
8. **Notices.** All notices required to be given under the terms of this License or which any of the Parties may desire to give hereunder shall be in writing and delivered personally or sent by registered or certified mail or facsimile, with proof of receipt, postage and expenses prepaid, return receipt requested, addressed to the Parties as follows:

Licensor: Rosen Products LLC
 Attn: President
 1020 Owen Loop
 Eugene, Oregon 97402
 Facsimile: (541) 485-8791

With a copy to:

Berwind Corporation
Attn: General Counsel
3000 Centre Square West
1500 Market Street
Philadelphia, PA 19102
Facsimile: (215) 563-4489

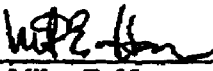
Licensee: Rosen Sunvisor Systems, LLC
 Attn: Niles E. Hanson
 86365 College View Road
 Eugene, Oregon 97405
 Facsimile: (541) 747-1169

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9. **General Provisions.** The relationship hereby established between the Parties is solely that of independent contractors; this License shall not create an agency, partnership, joint venture, or employer/employee relationship, and nothing hereunder shall be deemed to authorize either party to act for, represent, or bind the other. Subject to the restrictions contained herein regarding sublicenses and assignments by Licensee, this License shall be binding upon and injure to the benefit of the Parties hereto and their respective successors and assigns. This License sets forth the entire agreement and understanding between the Parties and supersedes all previous agreements, promises, representations, understandings, and negotiations with respect to the subject matter hereof, none of the terms hereof shall be amended or modified except in writing signed by the parties hereto. **THIS LICENSE SHALL BE ON AN "AS-IS" BASIS, AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE MARKS. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCURRED.** This License shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with, the law of the State of Oregon, USA, including federal law but excluding Oregon conflict of laws rules.
10. **Litigation.** If any civil action (including any appeal) is brought to enforce this Agreement, the prevailing Party shall be entitled to receive from the other Party reasonable attorney fees and costs incurred in such litigation.

LICENSEE:
Rosen Sunvisor Systems, LLC

LICENSOR:
Rosen Products LLC

By: 
Niles E. Hanson
Manager

By: _____
John M. Burns
Chief Financial Officer

WTC

9. General Provisions. The relationship hereby established between the Parties is solely that of independent contractors; this License shall not create an agency, partnership, joint venture, or employer/employee relationship, and nothing hereunder shall be deemed to authorize either party to act for, represent, or bind the other. Subject to the restrictions contained herein regarding sublicenses and assignments by Licensees, this License shall be binding upon and injure to the benefit of the Parties hereto and their respective successors and assigns. This License sets forth the entire agreement and understanding between the Parties and supersedes all previous agreements, promises, representations, understandings, and negotiations with respect to the subject matter hereof; none of the terms hereof shall be amended or modified except in writing signed by the parties hereto. **THIS LICENSE SHALL BE ON AN "AS-IS" BASIS, AND LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE MARKS. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCURRED.** This License shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with, the law of the State of Oregon, USA, including federal law but excluding Oregon conflict of laws rules.
10. Litigation. If any civil action (including any appeal) is brought to enforce this Agreement, the prevailing Party shall be entitled to receive from the other Party reasonable attorney fees and costs incurred in such litigation.

LICENSEE:
Rosen Sunvisor Systems, LLC

LICENSOR:
Rosen Products LLC

By: _____
Niles E. Hanson
Manager

By: 
John M. Burns
Chief Financial Officer

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EXHIBIT A

U.S. REGISTRATIONS

Mark	Reg. No.	Goods	Status
ROSEN	Reg. No. 2,202,467	computer hardware accessories, namely, monitor mounting devices and visors	Registered
R	Reg. No. 2,154,599	computer hardware accessories, namely, monitor mounting devices and visors	Registered

FOREIGN REGISTRATIONS

Mark Country	Reg. No.	Goods	Status
ROSEN Europe	Reg. No. 523779	monitor mounting devices and visors	Registered
R Europe	Reg. No. 529354	monitor mounting devices and visors	Registered

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EXHIBIT B

[SEE ATTACHMENT]

Use of the registered mark ROSEN in "ROSEN SUNVISOR SYSTEMS, LLC" and/or "ROSEN SUNVISOR SYSTEMS" and solely in conjunction with Licensed Goods shall be strictly in accordance with the Attachment to this Exhibit B, except (i) when used as Licensee's business name, or as part of text material, in which case it may be used merely in standard letter styles and (ii) with respect to display color, it being understood that Licensee initially intends to display the logo in blue on a gray background.

Use of the registered mark R in conjunction with Licensed Goods may take any form consistent with the License Agreement.

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Rosen®

SUNVISOR SYSTEMS

Trade Name Logo

The word "Rosen" is the
 trademark of Rosen Systems
 Corporation, a registered
 trademark of Rosen Systems
 Corporation. The word "Rosen"
 is used in connection with
 the word "SUNVISOR" and the
 word "SYSTEMS" and the
 word "SUNVISOR" and the
 word "SYSTEMS" must be
 uniform.



Treatments

The word "Rosen" is displayed in
 red on a white background.
 The logo may also be displayed
 in black on a white background. The
 Pantone color is Pantone 185C.



Rosen Red
Pantone 185C



Black

WTC

TRADEMARK

REEL: 003210 FRAME: 0206

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

Mark	Serial No.	Goods	Status
PROTECTOR	75/821,121	Vehicle visors	Allowed; Deadline for filing Statement of Use is November 28, 2002
GUARDIAN	75/821,374	Vehicle visors	4 th Request for Extension of Time to file a Statement of Use filed June 13, 2002

COMMON LAW (UNREGISTERED) U.S. TRADEMARKS

Mark	Goods
MONORAIL	Visor systems for airplanes
NSA - NEW SLIDING ARM	Visors for airplanes
SKYVISOR	Visors for airplanes
THE SUNVISOR PEOPLE	Visors and visor systems for airplanes

WTC

EXHIBIT C

ASSIGNMENT

WHEREAS, Rosen Products LLC, a Delaware limited liability company ("SELLER"), whose address is 1020 Owen Loop South, Eugene, Oregon 97402, is the sole owner of U.S. Trademark Registration No. 2,154,599, registered May 5, 1998, for the trademark R; and European Union Community Trademark Registration No. 529354, registered September 15, 1999, for the trademark R (the "Registrations");

WHEREAS, Rosen Sunvisor Systems, LLC, an Oregon limited liability company ("BUYER"), whose address is 86365 College View Road, Eugene, OR 97405, wishes to acquire all of the Seller's right, title and interest in and to the trademark R (the "Trademark") and all right, title and interest in the Registrations, together with the goodwill of the business with which the Trademark is used and which is symbolized by such Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, SELLER has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to BUYER the entire right, title and interest in and to the Registrations and all of Seller's right, title and interest in the Trademark, the right to recover for past infringement of the Trademark and/or the Registrations, and the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, together with the entire business of the SELLER to which the mark pertains and to claim any priority rights for such foreign registrations to which the Registrations are entitled under international conventions, treaties or otherwise, for BUYER's own use and enjoyment, and for the use and enjoyment of BUYER's successors, assigns and other legal representatives.

ROSEN PRODUCTS LLC

By 

Its CEO

Dated: June 10, 2004.

ROSEN SUNVISOR SYSTEMS, LLC

By _____

Its _____

Dated: June ____, 2004.

ASSIGNMENT

WHEREAS, Rosen Products LLC, a Delaware limited liability company ("SELLER"), whose address is 1020 Owen Loop South, Eugene, Oregon 97402, is the sole owner of U.S. Trademark Registration No. 2,154,599, registered May 5, 1998, for the trademark R; and European Union Community Trademark Registration No. 529354, registered September 15, 1999, for the trademark R (the "Registrations");

WHEREAS, Rosen Sunvisor Systems, LLC, an Oregon limited liability company ("BUYER"), whose address is 86365 College View Road, Eugene, OR 97405, wishes to acquire all of the Seller's right, title and interest in and to the trademark R (the "Trademark") and all right, title and interest in the Registrations, together with the goodwill of the business with which the Trademark is used and which is symbolized by such Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, SELLER has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to BUYER the entire right, title and interest in and to the Registrations and all of Seller's right, title and interest in the Trademark, the right to recover for past infringement of the Trademark and/or the Registrations, and the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, together with the entire business of the SELLER to which the mark pertains and to claim any priority rights for such foreign registrations to which the Registrations are entitled under international conventions, treaties or otherwise, for BUYER's own use and enjoyment, and for the use and enjoyment of BUYER's successors, assigns and other legal representatives.

ROSEN PRODUCTS LLC

ROSEN SUNVISOR SYSTEMS, LLC

By _____

By *[Signature]*

Its _____

Its *Manager*

Dated: June _____, 2004.

Dated: June 16, 2004.

WTC