

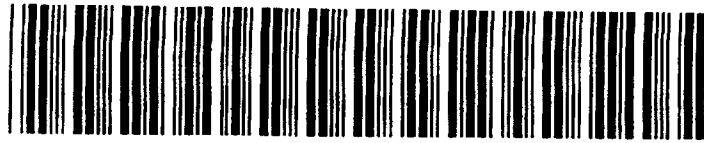
**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Everything for Love, Inc.		07/17/2005	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dwayne Lacey		
<b>Street Address:</b>	P.O. BOX 280		
<b>City:</b>	FREMANTLE		
<b>State/Country:</b>	AUSTRALIA		
<b>Postal Code:</b>	6959		
<b>Entity Type:</b>	INDIVIDUAL: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2492240	THE TINGLER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)339-8555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-339-8550		
<b>Email:</b>	tclaws@pacbell.net		
<b>Correspondent Name:</b>	Thomas W. Cook		
<b>Address Line 1:</b>	3030 Bridgeway, Suite 425-430		
<b>Address Line 4:</b>	Sausalito, CALIFORNIA 94965		
<b>ATTORNEY DOCKET NUMBER:</b>	LACE-101/TINGLER		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Thomas W. Cook		
<b>Address Line 1:</b>	3030 Bridgeway, Suite 425-430		
<b>Address Line 4:</b>	Sausalito, CALIFORNIA 94965		

OP \$40.00 2492240

NAME OF SUBMITTER:	Thomas W. Cook
Signature:	/Thomas W. Cook/
Date:	12/16/2005
<b>Total Attachments: 4</b> source=LACE-101, Assignment by Court#page1.tif source=LACE-101, Assignment by Court#page2.tif source=LACE-101, Assignment by Court#page3.tif source=LACE-101, Assignment by Court#page4.tif	



San Francisco Superior Courts  
Information Technology Group

## Document Scanning Lead Sheet

Jul-18-2003 5:20 pm

Case Number: CGC-01-323619

Filing Date: Jul-18-2003 5:19

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ORDER

TENDER LOVING THINGS VS ROBBINS

001C00741076

**Instructions:**

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TRADEMARK  
REEL: 003212 FRAME: 0164

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7 A. PETER RAUSCH, JR. (Cal. State Bar No. 127930)  
8 LAW OFFICES OF A. PETER RAUSCH, JR.  
9 7488 Shoreline Drive, Suite A-3  
10 Stockton, California 95219  
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13 Attorneys for Plaintiffs, Tender Loving Things, Inc.,  
14 dba The Happy Company.

**FILED**  
San Francisco County Superior Court

JUL 16 2003

GORDON PARK LI, Clerk  
Deputy Clerk

15 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

16 TENDER LOVING THINGS, INC.,  
17 Plaintiff,

18 vs.

19 EVERYTHING FOR LOVE, INC.,  
20 Defendants.

CASE NO. 323619

**ORDER GRANTING MOTION TO  
ENFORCE AND ENTERING  
JUDGMENT PURSUANT TO  
SETTLEMENT  
(C.C.P. § 664.6)**

**Hearing Date: June 25, 2003**

**Time: 9:30 A.M.**

**Department: 301**

**The Honorable David A. Garcia**

**Trial Date: Not Set - Case Settled**

21 The motion of Plaintiff for an order entering judgment pursuant to a written settlement  
22 stipulation under Code of Civil Procedure section 664.6 came on regularly for hearing before the  
23 Honorable David A. Garcia in Department 301 of the above-entitled court on June 25, 2003.  
24 Plaintiff, Tender Loving Things, Inc., ("TLT") appeared by counsel A. Peter Rausch, Jr. of the  
25 Law Offices of A. Peter Rausch, Jr. Defendants, Everything For Love, Inc., ("EFL") Wendy  
26  
27  
28

1 Robbins ("Robbins") and Jorlie McLain ("McLain") appeared by counsel Warren J. Krauss of  
2 Sedgwick, Detert, Moran & Arnold, and Donald Lenkszus, appearing *pro hac vice*.

3 The matter having been fully briefed, argued and submitted, and on proof made to the  
4 satisfaction of the Court that the motion should be granted.

5 The Court finds that the parties have entered into a written stipulation for settlement in the  
6 form of a written agreement, following mediation, which is specifically enforceable under Code  
7 of Civil Procedure section 664.6, and TLT is entitled to enforce the settlement agreement by  
8 Judgment under C.C.P. Section 664.6.

9 THEREFORE, IT IS HEREBY ORDERED that the motion is granted. Judgment shall be  
10 entered in accordance with the terms of the written Stipulation for Settlement dated January 23,  
11 2002, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

12 IT IS FURTHER ORDERED that defendants Robbins, McLain and EFL are permanently  
13 enjoined from advertising, selling or offering for sale any Head Massager Device covered by  
14 U.S. Patent 6,309,365 ("Patent") that is not manufactured by and purchased from TLT in  
15 accordance with the terms of the Settlement Agreement. This injunction shall terminate upon  
16 expiration of the Patent.

17 IT IS FURTHER ORDERED that defendants Robbins, McLain and EFL shall provide an  
18 accounting to TLT of all sales made by Defendants, from January 23, 2002 to date, of any Head  
19 Massager Device. The accounting shall specify whether each such sale is of a Device covered by  
20 the Patent or is alleged to have been made of a Device not covered by the Patent. Such  
21 accounting shall be made and certified by defendants, and each of them, within thirty (30) days  
22 from the date of this Order and Defendants shall supplement such accounting every ninety (90)  
23 days thereafter until further order of this Court.

24 IT IS FURTHER ORDERED that all right, title and interest in and to Defendant's  
25 trademark "Tingler", for use in connection with the advertising or sale of Head Massager  
26 Devices covered by the Patent, shall be and hereby is, transferred and assigned to Dwayne Lacey,  
27 but subject to Defendant's receiving from Dwayne Lacey, (i) a non exclusive license back to  
28

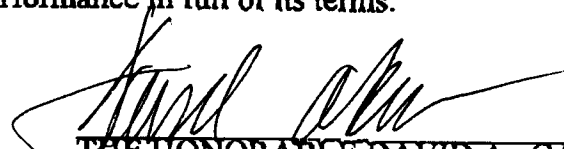
1 Defendants permitting their use of the trademark in connection with the advertising, sale or offer  
 2 of sale of any Head Massager Device that is covered by the Patent and manufactured by and  
 3 purchased from TLT in accordance with the terms of the Settlement Agreement, and (ii) a release  
 4 of claims as contemplated by the Settlement Agreement. The exclusive or non-exclusive nature  
 5 of the license back from Dwayne Lacey to Defendants will be subject to the terms set forth in the  
 6 Settlement Agreement. Defendants will execute appropriate documentation to evidence the  
 7 trademark assignment.

8 IT IS FURTHER ORDERED that all claims, causes of action and disputes between the  
 9 parties that existed or could have existed as of the date of execution of the Stipulation for  
 10 Settlement dated January 23, 2002, are hereby released and such claims are dismissed with  
 11 prejudice and the parties are permanently restrained and enjoined from asserting or prosecuting  
 12 any and all such claims. The parties are directed to prepare, execute and exchange appropriate  
 13 forms of release.

14 IT IS FURTHER ORDERED that the parties shall each bear their own costs.

15 IT IS FURTHER ORDERED that this court retains jurisdiction over the parties in order to  
 16 enforce and interpret the judgment until performance in full of its terms.

17  
 18 Dated: 7/17/03

  
 THE HONORABLE DAVID A. GARCIA  
 JUDGE OF THE SUPERIOR COURT

19 \* 323619

20 APPROVED AS TO FORM:  
 21 Sedgwick, Detert, Moran & Arnold

22  
 23 By: Warren J. Krauss, Esq.  
 24 Attorneys for Defendants Everything For Love, Inc.,  
 25 Wendy Robbins and Jorlie McLain