

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Timepiece International, Inc. | | 01/18/2006 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Just Passing Time, Inc. | | |
| Street Address: | 2180 S.W. 71st Terrace | | |
| City: | Davie | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33433 | | |
| Entity Type: | CORPORATION: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2058420 | NEXUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (954)713-0983 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 954-764-7060 | | |
| Email: | gbozza@broadandcassel.com | | |
| Correspondent Name: | Gabrielle C. Bozza | | |
| Address Line 1: | 100 S.E. Third Avenue | | |
| Address Line 2: | Suite 2700 | | |
| Address Line 4: | Fort Lauderdale, FLORIDA 33394 | | |
| ATTORNEY DOCKET NUMBER: | 36262-0001 | | |
| NAME OF SUBMITTER: | Gabrielle C. Bozza | | |
| Signature: | /Gabrielle C. Bozza/ | | |
| Date: | 02/22/2006 | | |

OP \$40.00 2058420

Total Attachments: 2
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BILL OF SALE

THIS BILL OF SALE is executed and delivered this 18th date of January 2006, (the "Effective Date"), between Timepiece International, Inc. (hereinafter referred to as the "Seller" or "TPI") and Just Passing Time, Inc. (hereinafter referred to as the "Purchaser" or "JPT").

RECITALS:

WHEREAS, Seller is the only owner of the federal trademarked brand "Nexus" as used with watches (hereinafter "Nexus"); and

WHEREAS, Seller desires to sell all of its right, title and interest in Nexus to Purchaser on the terms and conditions of this Agreement; and

WHEREAS, Purchaser is willing to purchase all of the Seller's right, title and interest in Nexus on the terms and conditions of this Agreement.

TERMS:

1. Representations and Warranties of the Seller. Seller represents that Seller holds its interest in Nexus free and clear of any lien or encumbrances, and the sale of and delivery of its right, title, and interest in Nexus to the Purchaser will vest in the Purchaser with all right, title and interest of Nexus.

2. Representations and Warranties of the Purchasers. The Purchaser has all necessary power and authority under all applicable provisions of law to execute and deliver the Bill of Sale and to carry out its provisions.

3. Sale and Conveyance. For and in consideration of seven thousand dollars (\$7,000.00) and other good and valuable consideration, Seller hereby sells, transfers, conveys, and assigns unto Purchaser and its successors, all right, title and interest in Nexus.

4. Conveyance, Transfer and Assignment of Federally Registered Trademark. All rights, title, and interest in the Federally Registered Trademark "Nexus," that has been assigned number 2058420 by the United States Patent and Trademark Office, shall be conveyed and assigned to JPT. To effectuate the conveyance and assignment of the Nexus trademark, TPI shall prepare and serve all necessary paperwork to the USPTO to advise them of the assignment to JPT.

5. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Florida.



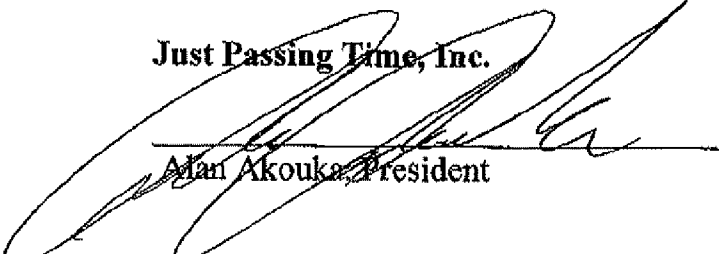
6. Binding Effect. This Bill of Sale shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators legal representatives, successors and assigns.

7. Defense, Indemnity, and Hold Harmless: In further consideration of the sale and conveyance of the Nexus brand and trademark, JPT agrees to defend, indemnify and hold harmless TPI in any action, in law or equity, that may arise from the sale, manufacture, marketing and distribution of Nexus watches that may arise from facts and circumstances arising *after* the date of this Bill of Sale. Notwithstanding anything stated above, JPT shall have no duty to defend and indemnify TPI for any of TPI's acts or omissions that give rise to a cause of action that arise from facts and circumstances that took place *prior* to the date of this Agreement.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the day and year first above written.

PURCHASER:

Just Passing Time, Inc.



Alan Akouka, President

SELLER:

Timepiece International, Inc.



Moshe Kamhaj, President

TRADEMARK

REEL: 003251 FRAME: 0342