

07-20-2006

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



103277943

OFFICE OF PUBLIC RECORDS

To the Director of the U. S. Patent and Trademark Office

Record the attached documents or the new address(es) below.

7-19-06

1. Name of conveying party(ies):

Oasis Recording, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 7, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Audio and Video Labs, Inc.

Internal _____

Address: _____

Street Address: 7905 N. Route 130

City: Pennsauken

State: New Jersey

Country: USA

Zip: 08110-1402

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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

A. Trademark Application No.(s)

74694473, 76074699

B. Trademark Registration No.(s)

2071061, 2742839

Additional sheet(s) attached? Yes No

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

2071061, Word Mark: Oasis Filing Date: June 27, 1995, Issue Date: June 17, 1997, Mark Drawing Code: (1) Typed Drawing
2742839, Word Mark: Soft Spot Filing Date: June 21, 2000, Issue Date: July 29, 2003, Mark Drawing Code: (1) Typed Drawing

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

Name: Robert F. Kelly, Esquire

Internal Address: _____

Eizen Fineburg & McCarthy, P.C.

Street Address: Two Commerce Square
2001 Market Street, Suite 3410

City: Philadelphia

State: PA Zip: 19103

Phone Number: (215) 751-9666

Fax Number: (215) 751-9310

Email Address: rkelly@efm.net

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Robert F. Kelly
Signature

July 12, 2006

Date

Robert F. Kelly, Esquire

Total number of pages including cover sheet, attachments, and document: 6

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01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment/Recording Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 003363 FRAME: 0937

OFFICE OF PUBLIC RECORDS
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ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Oasis Recording, Inc., a Maryland corporation, d/b/a Oasis CD Manufacturing ("Seller"), hereby grants, sells, assigns, transfers and conveys to Audio and Video Labs, Inc., a New Jersey corporation, d/b/a Disc Makers ("Buyer"), and its successors and assigns, all rights, title and interests of Seller (including goodwill) in, to and under the Trademarks and Copyrights set forth on Schedule "I" hereto (collectively, the "Trademarks and Copyrights"). This Assignment of Trademarks and Copyrights is made and given the date hereof in connection with the Closing under (and as defined under) that certain Asset Purchase Agreement made May 12, 2006, as amended if applicable, to which Seller and Buyer are parties (the "Agreement").

Seller represents and warrants to Buyer that Seller's right, title and interest in and to the Trademarks and Copyrights is free and clear of all Liens and Claims (each as defined in the Agreement). Seller, and its successors and assigns, will warrant and forever defend such right, title and interest of Buyer in and to the Trademarks and Copyrights. Except for such covenant and warranty of title and Seller's representations and warranties under the Agreement, which are hereby incorporated herein by reference, this Assignment of Trademarks and Copyrights is made and given without representations or warranties of any kind or nature, expressed, implied or imposed by law.

Seller hereby appoints Buyer, and any officer of Buyer, as Seller's true and lawful attorney-in-fact for the limited purpose of executing any and all additional assignments, agreements, certificates, cover sheets or documents that Buyer deems necessary or advisable to further effect or evidence such grant, sale, assignment, transfer and conveyance, which power of attorney shall be deemed coupled with an interest and irrevocable.

Seller shall execute and deliver to Buyer, and provide Buyer with, any and all additional assignments, agreements, certificates, documents, cover sheets and information reasonably necessary to file and record the assignment, from Seller to Buyer, of each of the Trademarks, by means of the Electronic Trademark Assignment System provided by the Assignment Services Division of the Office of Public Records of the United States Patent and Trademark Office, and each of the Copyrights, with the U.S. Copyright Office.

Section 10 of the Agreement is hereby incorporated herein by reference, with references therein to the Agreement hereby replaced with references to this Assignment of Trademarks and Copyrights.

[THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURES APPEAR NEXT PAGE]

IN WITNESS WHEREOF, intending to be legally bound hereby, Seller has executed this Assignment of Trademarks and Copyrights July 31, 2006.

7

WITNESS/ATTEST:

SELLER:

Oasis Recording, Inc., a Maryland corporation,
d/b/a Oasis CD Manufacturing

Penny Atkins

BY:

Micah Solomon
Micah Solomon, President

State of Virginia :
County of Rappahannock :ss.

On this, the 7th day of July, 2006, before me, the undersigned officer, personally appeared Micah Solomon, who acknowledged himself to be the President of Oasis Recording, Inc., a Maryland corporation, d/b/a Oasis CD Manufacturing, the above-named Seller, and, as such officer, and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunder set my hand and official seal.

Penny Atkins

Notary Public

My Commission Expires: July 31, 2009

[Notarial Seal]

SCHEDULE "I"
TO
ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

SEE ATTACHED

SCHEDULE 1
ASSET PURCHASE AGREEMENT

**LIST OF TRADEMARKS, COPYRIGHTS,
NAMES AND OTHER INTELLECTUAL PROPERTY**

PAGE 1 OF 2

A. TRADEMARKS AND COPYRIGHTS

Trademarks:

Oasis® Registration June 17, 1997, U.S. Trademark Registration No. 2,071,061

(Seller has been recently advised to refile its trademark registration to broaden its protection. Buyer should consider whether this advice is sound and proceed as it sees fit.)

Soft-Spot® Registration July 29, 2003, U.S. Trademark Registration No. 2,742,839

Common law rights to the following marks, for which official registration has not been acquired:

Jewel Free, Jewel Free Box, Tools of Promotion, TOP, Rough Look, OasisExpress, OasisSampler, OasisAcoustic, OasisAlternative, OasisJazz, OasisRock&Roots, OasisWorld, OasisCountry, OasisJazz, and OasisUrban.

Copyrights:

Oasis catalog authored by Oasis Recording, Inc. d/b/a Oasis CD Manufacturing, Effective Date of Registration October 22, 2004, Registration Number TX-6-055-120, and all amendments and supplements thereto.

All other rights, registered and unregistered, to the contents and look of the Oasis catalog, website, and other supporting materials, exclusive of the portion, if any, of these copyrights that may be retained by others, such as other companies' logos, underlying code, and any and all such items not copyrightable by Oasis.

SCHEDULE "I"
ASSET PURCHASE AGREEMENT

**LIST OF TRADEMARKS, COPYRIGHTS,
NAMES AND OTHER INTELLECTUAL PROPERTY**

PAGE 2 OF 2

- a. Authored by: Oasis Recording, Inc., d/b/a Oasis CD Manufacturing
- b. Effective Date of Registration: Sept. 27, 2002.
- c. Nature of the Work: Technical drawings.
- d. Year creation was completed: 2001
- e. Date of First Publication: April 15, 2001.
 - i. Title of the Work: Single Cardboard CD Sleeve.
 - 1. Registration Number: VA1-181-883
 - ii. Title of the Work: Tray Card Exterior/Interior
 - 1. Registration Number: VA1-181-882
 - iii. Title of the Work: Compact Disc Option U: [sic]
 - 1. Registration Number: VA1-181-881
 - iv. Title of the Work: 10 Panel Folder
 - 1. Registration Number: VA1-181-880
 - v. Title of the Work: Compact Disc Option I: Standard [sic]
 - 1. Registration Number: VA1-181-879
 - vi. Title of the Work: 8 Panel Poster
 - 1. Registration Number: VA1-181-878
 - vii. Title of the Work: 8 Panel Folder
 - 1. Registration Number: VA1-181-877
 - viii. Title of the Work: 6 Panel Folder
 - 1. Registration Number: VA1-181-876
 - ix. Title of the Work: 4 Panel Folder
 - 1. Registration Number: VA1-181-875
 - x. Title of the Work: 2 Panel Folder
 - 1. Registration Number: VA1-181-874
 - xi. Title of the Work: 4 Panel Cardboard CD Sleeve (except the Effective Date of Registration for this one is December 20, 2002).
 - 1. Registration Number: VA1-181-873
- f. These copyrights expire December 31, 2096.
- g. Similar copyrights for other templates (technical drawings) may exist and shall also convey to Buyer.

LAW OFFICES

EIZEN FINEBURG & McCARTHY

A PROFESSIONAL CORPORATION

TWO COMMERCE SQUARE
34TH FLOOR
2001 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19103

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website:www.efm.net

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Washington, D.C. 20005
Tel (202) 347-1917
Fax (202) 347-8344

1040 Kings Highway
Suite 500
Cherry Hill, New Jersey 08034
Tel (856) 773-0945
Fax (856) 773-0309

7040.01-000

July 12, 2006

7003 3110 0002 0091 0034

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Mail Stop Assignment Recordation Services
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

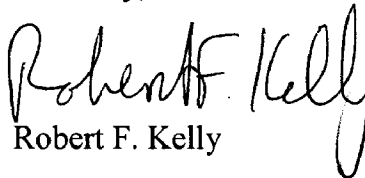
RE: Oasis Recording, Inc.

Dear Sir/Madam:

Enclosed for filing please find the form PTO-1594, Recordation Form. Also enclosed please find this firm's checks in the amount of \$80.00 in payment of the filing fees.

Please acknowledge receipt of filing by date-stamping the enclosed copies and returning them in the enclosed self-addressed stamped envelope. Please feel free to contact me with any questions.

Sincerely,


Robert F. Kelly

RFK/rm
Enclosure

cc: Maulin S. Vidwans, Esquire (via hand delivery with enclosure)

J:\Audio and Video\Acquisition of Oasis 7040.01-000\USPTO 07-12-06 re form 1594 Trademark.doc

RECORDED: 07/19/2006

TRADEMARK
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