

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Judgment assigning all right, title & interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everything For Love.com, Inc.		08/18/2003	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Dwayne Lacey		
Street Address:	3030 Bridgeway, Ste. 425		
Internal Address:	c/o Thomas Cook Intellectual Property Law Attorneys		
City:	Sausalito		
State/Country:	CALIFORNIA		
Postal Code:	94965		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2492240	THE TINGLER	
CORRESPONDENCE DATA			
Fax Number:	(415)339-8555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-339-8550		
Email:	tcook@thomascooklaw.com		
Correspondent Name:	Thomas W. Cook		
Address Line 1:	3030 Bridgeway		
Address Line 2:	Suite 425		
Address Line 4:	Sausalito, CALIFORNIA 94965		
ATTORNEY DOCKET NUMBER:	LACE-1/TINGLER		
NAME OF SUBMITTER:	Thomas W. Cook		
Signature:	/Thomas W. Cook/		

OP \$40.00 2492240

Date:

11/16/2006

Total Attachments: 10

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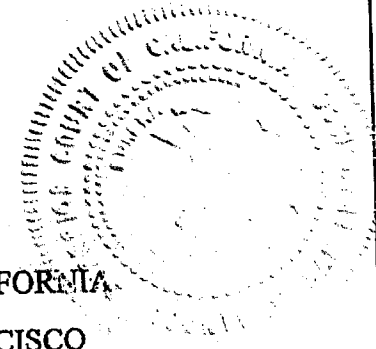
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1 JOHN C. GIBSON (Cal. State Bar No. 47881)
2 GIBSON & MACPHEE
3 1534 Fifth Avenue, Suite 4
4 San Rafael, California 94901-1818
5 Tel: (415) 485-6911
6 Fax: (415) 485-6994
7
8 A. PETER RAUSCH, JR. (Cal. State Bar No. 127930)
9 LAW OFFICES OF A. PETER RAUSCH, JR.
10 7488 Shoreline Drive, Ste. A-3
11 Stockton, California 95219
12 Telephone: (209) 952-5000
13 Facsimile: (209) 952-5009
14
15 Attorneys for Plaintiffs, Tender Loving Things, Inc.,
16 dba The Happy Company.
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FILED
San Francisco County Superior Court

AUG 18 2003

GORDON PARK-LI, Clerk
BY: Dianne Boff Deputy Clerk



SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

TENDER LOVING THINGS, INC.,
Plaintiff,
vs.
EVERYTHING FOR LOVE, INC.,
Defendant.

Case No.: 323619
JUDGMENT



Pursuant to this Court's Order entered July 17, 2003, granting Plaintiff, Tender Loving Things, Inc.'s, ("TLT") Motion To Enforce Judgment And Entering Judgment Pursuant To Settlement under Code of Civil Procedure section 664.6:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered in favor of TLT, in accordance with the terms of the written Stipulation for Settlement dated January 23, 2002, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

1 IT IS FURTHER ORDERED that defendants Robbins, McLain and Everything For Love,
2 Inc., ("EFL") are permanently enjoined from advertising, selling or offering for sale any Head
3 Massager Device covered by US Patent 6,309,365 ("Patent") that is not manufactured by and
4 purchased from TLT in accordance with the terms of the Settlement agreement. This injunction
5 shall terminate upon expiration of the Patent.

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

13 IT IS FURTHER ORDERED that all right, title and interest in and to Defendants'
14 trademark "Tingler" for use in connection with the advertising or sale of Head Massager Devices
15 covered by the Patent shall be and hereby is transferred and assigned to Dwayne Lacey, but
16 subject to Defendant's receiving from Dwayne Lacey (i) a non-exclusive license back to
17 defendants permitting their use of the trademark in connection with the advertising, sale or offer
18 of sale of any Head Massager Device that is covered by the Patent and manufactured by and
19 purchased from TLT in accordance with the terms of the Settlement agreement, and (ii) a release
20 of claims as contemplated by the Settlement Agreement. The exclusive or non-exclusive nature
21 of the license back from Dwayne Lacey to Defendants will be subject to the terms set forth in the
22 Settlement Agreement. Defendants will execute appropriate documentation to evidence the
23 trademark assignment.

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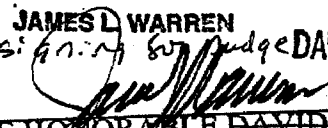
1 any and all such claims. The parties are directed to prepare, execute and exchange appropriate
2 forms of release.

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

4 IT IS FURTHER ORDERED that this Court retains jurisdiction over the parties in order
5 to enforce and interpret this Judgment until performance in full of its terms.

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DATED: AUG 14 2003

Hon. JAMES L. WARREN
signing for Judge DAVID A. GARCIA
VM

THE HONORABLE DAVID A. GARCIA
JUDGE OF THE SUPERIOR COURT
JAMES L. WARREN



Tender Loving Things, Inc.

Plaintiff(s)

vs.

Everything For Love, Inc., et al.

Defendant(s)

CASE NO. 323619

REF. NO. 1100034305

STIPULATION FOR SETTLEMENT
C.C.P. § 664.6

This case having come before Hon. Rebecca Westerfield (Ret.) for mediation at the offices of
~~JAMS, and the parties having conferred, it is hereby stipulated that this matter is deemed settled~~

pursuant to the following terms and conditions:

1. ~~_____~~ shall pay to plaintiff(s) ~~_____~~ and to his/her/their attorney ~~_____~~ ^{Parties agree to terms set forth below and attached} ~~_____~~ the total sum of \$ ~~_____~~ in full settlement

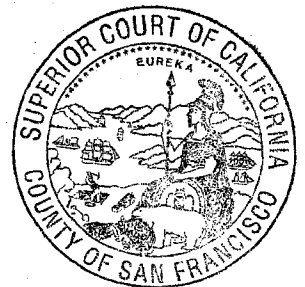
and compromise of this action and in release and discharge of any and all claims and causes of action made in this action, ^{and all proceedings identified in attachment} and in release and discharge of any and all claims and causes of action arising out of the events or incidents referred to in the pleadings in this action.

2. ^{Parties} Plaintiff(s) agree to accept ~~cash~~ ^{terms} in full settlement and compromise of the action and agree that such payment shall fully and forever discharge and release all claims and causes of action, whether ^{agreed} now known or now unknown, which ^{parties have each other} plaintiff(s) has against any and all of the defendants in that action arising out of the incident.

This settlement includes an express waiver of Civil Code § 1542, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. ^{Parties} Plaintiff(s) further agree to sign, acknowledge and deliver to ^{each other} defendants a standard form of a



EXHIBIT

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9. Any provisions of Evidence Code §§1115 - 1128 notwithstanding, this agreement may be enforced by any party hereto by a motion under Code of Civil Procedure §664.6 or by any other procedure permitted by law in the Superior Court of SAN FRANCISCO County, or the Federal Acton described herein.

10. The provisions of the confidentiality agreement signed by the parties relative to this mediation are waived for purposes of enforcing this agreement as set forth above.

Date: 1-23-02

Timothy C. Houpt
Timothy C. Houpt Esq.
Jones, Waldo, Holbrook & McDonough

Woody Robbins
Woody Robbins

Jorli McLain
Woody Robbins
Everything for Love, Inc.

A. Peter Rausch
A. Peter Rausch Esq.
L/O A. Peter Rausch, Jr.

Mark Juarez
Tender Loving Things, Inc.

Mark Juarez
The Happy Company

Mark Juarez
Mark Juarez



Mediation Settlement Term Sheet

The following terms are part of the settlement agreement between (i) Wendy Robbins, an individual; Jorli McLain, an individual; and Everything for Love, Inc., a Nevada corporation, ("EFL") and (ii) Tender Loving Things., Inc., a California corporation, dba The Happy Company ("TLT").

1. TLT will be the exclusive manufacturer of head massage devices under US Patent # 6309365, for delivery to and sale by EFL. TLT will not be identified as the manufacturer on Tingler packaging. TLT will not advertise or attempt to exploit the exclusive manufacturing role as part of its business or sales. Nothing herein will require any party to misrepresent any fact.
2. Unit price will be \$2.00 each, FOB Shanghai, China, subject to adjustment for documented increases in the cost of copper in excess of 20% over current cost.
3. EFL will pay \$0.90 per unit to TLT (TLT royalty payment).
4. EFL will pay \$0.90 per unit to Lacey (Lacey royalty) as a royalty under the 365 patent.
5. Minimum unit order is 20,000 units. All orders will be accepted and delivered in full. Copies of Bills of lading will be provided to EFL with source identifying information redacted, but order quantities shown. Reasonable terms relating to advanced notice for orders of increased quantity over prior orders will be reflected in a final agreement.
6. Time to produce Product not to exceed 60 days from order, subject to delays related to:
 - a. Chinese New Year (2 week additional delay).
 - b. Acts of God, Terrorism.
 - c. Acts of third parties outside the control of TLT.
7. EFL to assign "Tingler" trademark to Lacey, and sell under exclusive license back of "Tingler" trademark from Lacey. Term consistent with TLT/Lacey agreement. License back subject to minimum annual royalty

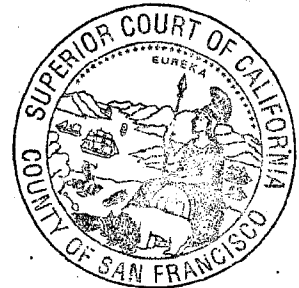


Wendy Robbins _____ *Mark [Signature]*

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payment to Lacey of no less than \$90,000 or exclusive license becomes nonexclusive.

8. TLT will be entitled to sell device under the 365 patent, under "Head Trip" trademark, under agreement with Lacey.
9. Manufacturing orders will be delivered in order of placement.
10. Quality standards will be specified and measured against a sample Product and specs to be mutually selected and agreeable to parties.
 - a. Copper Product.
 - b. Copper tips.
 - c. Cellophane bag.
 - d. Product will be labeled and stamped.
 - e. Insert as provided by EFL.
 - f. Packaged in boxes of 25 units.
 - g. Box labeling as specified by EFL.
 - h. EFL responsible for compliance with China and US law as to labeling.
 - i. Red Velvet Bag packaging will be made available at \$0.25 additional per unit, with card insert designed by EFL and produced and printed by TLT, (4 color / double sided) subject to agreement as to design and ability of TLT to print as requested. Parties to work out details in good faith.
11. Mutually accepted third party will arbitrate quality control issues.
12. All orders must be placed on a mutually approved PO form.
13. Payment terms:
 - a. 50% (\$1.00) upon order placement, (delivery time begins upon receipt of payment).
 - b. 25% (\$0.50) due upon delivery to FOB port.
 - c. 25% (\$0.50) thirty days after delivery to FOB port.
 - d. Lacey royalty payment (\$0.90) thirty days after delivery to FOB port.
 - e. TLT royalty payment (\$0.90) thirty days after delivery to FOB port.
 - f. Escrow cash deposit or irrevocable Letter of Credit equal to royalty payments to be available before product is released to EFL possession at FOB port.



Wendy Robbins

Page 2

g. Escrow cash deposit or irrevocable Letter of Credit equal to last 25% installment payment to be available before product is released to EFL possession at FOB port.

14. Product to be marked with 365 patent number designation.
15. \$10,000 in escrow release \$5,000 to TLT and \$5,000 to EFL.
16. General mutual releases of all claims and dismissal of all action.
17. Parties compete fairly and agree to comply with specific mutual and mutually agreeable rules and standards of conduct.
18. Product with Silicon tip available at additional per unit cost not to exceed \$0.20 provided total volume of silicon tip orders does not exceed 20% total annual business. Additional cost not to exceed \$0.35 as to any silicon tip orders in excess of 20% total annual business. TLT will investigate in good faith alternatives for tear shaped silicon and/or tear shaped copper tip at less or no additional cost per unit, with any cost savings passed back to EFL.
19. Product liability coverage to TLT as additional named insured under CGL policy at \$1M per occurrence.
20. American made Product will be made available at customer request (verified) provided actual cost to TLT in excess of contract price will be passed on to EFL. Royalty rates \$0.90 / \$0.90 still apply. TLT will give preference to EFL's manufacturer recommendation provided they meet quality control standards.
21. Customers requesting permission to manufacture directly will be considered on a case by case basis.
22. EFL units on hand (50,000) may be sold without royalty payments due to TLT.
23. No disparagement between parties. Mutually agreeable script will be adopted to guide parties public comments regarding the dispute, the resolution and the parties prospective relationship.



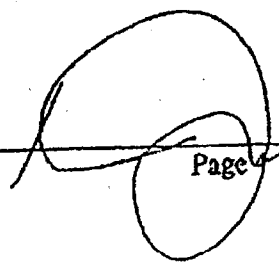
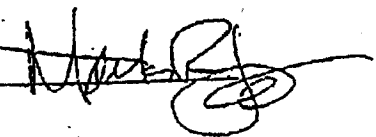
Wendy Robbins

Page 3

Mark

24. Final agreement to include ADR provisions with mediation, facilitation and arbitration provisions to be agreed between parties.
25. Agreement subject to approval by Lacey as to terms implicating Lacey rights.
26. TLT and EFL to communicate through designated contacts.
27. TLT and counsel to strongly recommend acceptance of this arrangement by Lacey.
28. All Tingle advertising must bear reference to the US patent by number.
29. Mark Juarez to be a signatory as to releases and non disparagement terms. Wendy and Jorlie individually not subject to personal liability to payment terms. Payment obligations are corporate.
30. EFL's obligation to Lacey is additional to and separate and freestanding from TLT's obligation. EFL will not risk forfeiture of loss of exclusivity by virtue of any conduct of TLT alone. EFL will have independent cure rights relative to the Lacey minimum royalty.
31. EFL and Wendy and Jorlie will obtain releases from Lacey as consideration for Tingle trademark assignment.



Wendy Robbins  Page 

Attachment to Stipulation for Settlement

The terms of this Stipulation for Settlement apply to all proceedings between the parties as of the date of this Stipulation, including, specifically, (i) American Arbitration Association as case number 74 E 181 00775 01 MS, entitled Tender Loving Things, Inc. and Wendy Robbins, Jorli McClain and Everything for Love, Inc., (The "Arbitration"); (ii) California Superior Court, County of San Francisco, as case number 323619, entitled Tender Loving Things, Inc., a California Corporation, dba the Happy Company, Plaintiff, Vs. Wendy Robbins, an Individual; Jorli McClain, an Individual; Everything For Love, Inc., a Nevada Corporation, and Docs 1 Through 50, Inclusive, Defendants, (The "State Action"), (iii) United States District Court for the Northern District of California, San Francisco Division, as case number C 01 3542 (MJJ), entitled Everything For Love, Inc., a Nevada Corporation, Plaintiff, vs. Tender Loving Things, Inc., a California Corporation, dba the Happy Company, Defendant, (The "Federal Action").

