

04-11-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/)



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

103394012  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4.10.07

1. Name of conveying party(ies):

GABORATORY INTERNATIONAL  
251 JEANELL DRIVE, SUITE 3  
CARSON CITY, NEVADA 89703  
UNITED STATES

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

Citizenship (see guidelines) NEVADA-USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) AUGUST 24, 2003

- 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: CDM EXCHANGE CO

Internal

Address: SUITE 640

Street Address: 11222 SOUTH LA CIENEGA BLVD, #640

City: LOS ANGELES

State: CALIFORNIA

Country: USA Zip: 90304

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other PROPRIETORS-Citizenship CALIFORNIA, USA

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)  
78066129

B. Trademark Registration No.(s)  
3039819

Additional sheet(s) attached?  Yes  No

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

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

Name: MARLANE LAUREN, ESQ

Internal Address: SUITE 113

Street Address: 1930 OCEAN AVENUE, SUITE 113

City: SANTA MONICA

State: CALIFORNIA Zip: 90405

Phone Number: 310-804-4998

Fax Number: 310-872-5404

Email Address: m@blue3.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 7600  
Expiration Date 08/08

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

04/11/2007 DBYRNE 00000009 3039819

Signature

Date

40.00000009 3039819  
Name of Person Signing

Total number of pages including this sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK

REEL: 003522 FRAME: 0055

 ORIGINAL

## TRADEMARKS & COPYRIGHTS AGREEMENT

### THE PARTIES

The Following Parties, CDM Exchange Co., hereinafter CDM, and Gaboratory International, hereinafter GIUSA do hereby enter into the following agreement for use, and rights of trademarks currently registered or in application by GIUSA.

Furthermore, Marlon D. Jehens, CEO of Gaboratory International, warrants that he is rightful owner of Gaboratory International which hold full rights to trademarks in this agreement and, he, himself as owner and CEO of Gaboratory International can enter into this contract.

### TERMS AND CONDITIONS

Pursuant to contract signed by and between CDM Exchange Co and Gaboratory International, July 31<sup>st</sup>, 2003, which include the provision to grant CDM an exclusive use of USA and Japanese trademarks and copyrights now owned by GIUSA and those to be obtained or pending, hereby, extend CDM the exclusive use of USA and Japanese trademarks and copyrights owned, pending or those to be obtainable by GIUSA for additional period of Ten (10) years in addition to Five(5) years previously granted in the contract of July 31<sup>st</sup>, 2003 by and between CDM and GIUSA.

Furthermore, GIUSA agrees to grant the rights to CDM as registrant to obtain trademark registrations in Japan and Asia for name "GABOR" in international trademark classification #14, #18, #25, and in any other classification or designs that CDM consider necessary to protect the business interest of "GABOR". And GIUSA warrants that no other person or entity has the rights to name "GABOR", especially, class #14 in Japan and Asia.

### PAYMENT FOR VALUE AND CONSIDERATION

For the value and consideration described in the "TERMS AND CONDITIONS" above, CDM hereby agree to pay GIUSA lump sum payment of \$70,000, Seventy Thousand Dollars in addition to \$50,000, previously paid for the contract of July 31<sup>st</sup>, 2003 by and between CDM and GIUSA.

The payment shall be made in the form of two(2) company checks and payee as follows as designated by GIUSA.

Check #: 3294 Advanced Construction \$35,000  
Check #: 3295 Gerlach-Gabor \$35,000  
Total: US\$70,000

  
**ORIGINAL****NON ASSIGNMENT**

GIUSA, hereby, agrees and warrants to CDM that no part of rights granted to CDM in this agreement may at later date caused to be transferred, sold, assigned or pledged to any other person or entity. And such transactions shall be void.


**CONFIDENTIALITY**

By Execution of this contract, each party below agrees to keep the elements and specifics of this agreement in complete confidentiality between the named principal below. And no part of this agreement may be made known to any other person or entity except the named principal below. Exception is made when it is legally deemed necessary to protect the legal interests of CDM for granted rights.

**TRANSFER OF RIGHTS**

GIUSA agrees to grant to CDM the ownership of all USA and Japanese trademarks and copyrights now owned by GIUSA and those to be obtained or obtainable, or pending, if GIUSA becomes insolvent or unable to pay its debts as they mature in ordinary course of business, or if any proceedings are commenced by or for GIUSA under bankruptcy, insolvency, or debtor's relief law, or if GIUSA is sequestered by any government authority or is liquidated, dissolved, or caused to discontinue normal course of business. In such event, CDM's right to manufacture and distribute shall survive without any obligation to GIUSA.

Hiroyuki Fukunaga, President, CDM EXCHANGE CO. Date 8/24/2003  
Signature:



Marion D. Jehens, CEO, Gaboratory International Date 8/24/2003  
Signature:



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NUMBER: 78066129

REGISTRATION NUMBER: 3039819

RE: ASSIGNMENT

Dear Examiner:

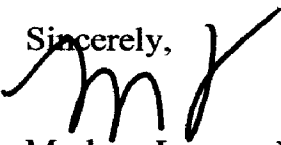
Attached please find a recordation (form 1594) to assign the above referenced mark.

I wish to note that the legal, taxable entity of the assignee is a "proprietorship".

The appropriate section in part 2 does not permit the term "proprietorship" to be spelled in its entirety.

Please contact me directly should this be a problem. I can be reached care of 310-804-4998 or by email at [m@blue3.net](mailto:m@blue3.net).

Sincerely,



Marlane Lauren, Esq.