

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/25/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Adam S. Mattes		10/25/2007	SOLE PROPRIETORSHIP: UNITED STATES

**RECEIVING PARTY DATA**

Name:	Boulevard Liquidation
Composed Of:	COMPOSED OF BACHAR, YACCOV BACHAR, MIKE KAPLAN, EUGENE
Doing Business As:	DBA Boulevard Liquidation
Street Address:	1375 E. 6TH ST. UNIT 5
City:	LOS ANGELESLOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90021
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78703298	ROCK REVOLUTION

**CORRESPONDENCE DATA**

Fax Number: (626)443-9588  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 818-439-4476  
 Email: adam@industrialmanuals.com  
 Correspondent Name: Adam Mattes  
 Address Line 1: 279 N. Holliston Ave. #5  
 Address Line 4: Pasadena, CALIFORNIA 91106

NAME OF SUBMITTER:	Adam Mattes
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OP \$40.00 78703298

Signature:	///adam mattes///
Date:	10/25/2007
<b>Total Attachments: 8</b> source=Settlement Agreement Pg 1#page1.tif source=Settlement Agreement Pg 2#page1.tif source=Settlement Agreement Pg 3#page1.tif source=Settlement Agreement Pg 4#page1.tif source=Settlement Agreement Pg 5#page1.tif source=Settlement Agreement Pg 6#page1.tif source=Settlement Agreement Pg 7#page1.tif source=Settlement Agreement Pg 8#page1.tif	

**CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and Release (hereinafter "Agreement") is entered into by and between Plaintiffs Boulevard Liquidation, Inc., Yacov Bachar, Michael Bachar, and Eugene Kaplan (collectively, "Plaintiff") on one hand, and Defendants Adam Mattes and Rock Revolution Clothing (collectively, "Defendant"), on the other.

**RECITALS**

- A. Plaintiff has brought an action in the United States District Court, Central District of California, Western Division, styled *Boulevard Liquidation, et al v. Mattes, et al.*, Case Number CV07-05086 ("the Action").
- B. Plaintiff has alleged the following claims: Violation of §43(a) of the Lanham Act for False Designation of Origin; Trademark Dilution Under 15 U.S.C. §1125(c) and California Business & Professions Code §14330; State Trademark Infringement under Business & Professions Code §14200; Unfair Business Practices Under Business & Professions Code §17200; and Unjust Enrichment.
- C. Plaintiff and Defendant (sometimes collectively referred to in this Agreement as the "Parties") wish to resolve the Action completely among themselves to avoid the expense of further litigation.

Now, therefore, for valuable consideration, including the mutual covenants, each of which is a condition to each other promise and covenant contained herein, the Parties agree as follows:

**AGREEMENT**

- 1. Assignment of Trademark/Assignment of Domain
  - a. In consideration for this Agreement, within 5 days after the mutual execution of this Agreement, at Defendant's sole expense, Defendant shall prepare, draft, and file any and all necessary documents with the United States Patent and Trademark Office ("USPTO") for assignment of trademark registered under number 3,279,440, dated August 14, 2007, to Boulevard Liquidation, Inc. Defendant shall immediately provide counsel for Plaintiff, Christopher Q. Pham, of Gareeb Pham, LLP, located at 707 Wilshire Boulevard, Suite 5300, Los Angeles, California 90017, proof of any and all communication with and from the USPTO regarding the performance of this Paragraph.
  - b. Defendant shall further execute and file with the California Secretary of State any and all necessary documents to assign the California registered trademark in "Rock Revolution" to Boulevard Liquidation, Inc. Defendant shall immediately provide counsel for Plaintiff, proof of any and all communication with and from the California Secretary of State regarding the performance of this Paragraph.
  - c. Defendant further agrees to assign any and all rights in and to the domain name and address "www.rockrevolutionclothing.com" and shall immediately provide


  
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proof to counsel for Plaintiff of any relevant communication with and from the internet authorizing agency regarding the performance of this Paragraph.

2. Waiver of Challenges to Trademark

In further consideration for this Agreement, Defendant shall be forever estopped and waives the right to challenge the validity of the assignment set forth in Paragraph 1 of this Agreement; and Defendant shall not interfere, challenge, or oppose Plaintiff's registration of the name and mark "Rock Revolution," which is pending in the USPTO under Application Serial Number 78709908.

3. Confidentiality

The Parties hereto and their attorneys agree that this Agreement and its contents and the terms of this settlement are confidential, and agree not to disclose, publicize or cause to be publicized the existence of this Agreement, any of the terms or conditions of this settlement, including any of the terms of this Agreement, any information concerning Plaintiffs' allegations or claims in the Action or any confidential or proprietary information obtained by each of the Parties before or during the pendency of this Action, or any settlement negotiations, except (1) for purposes of enforcing this Agreement pursuant to California Code of Civil Procedure § 664.6; (2) by order of the Court or as otherwise required by law; (3) to any insurer of the Parties or any reinsurer of any of the insurers; (4) to any auditors, accountants, tax preparers, attorneys or relevant tax authorities as may be appropriate for the disclosing party's or insurer's legitimate business purpose; and/or (5) for the purposes assignment and registration with the USPTO.

The undersigned agree that they will not disclose to any person not a party of this lawsuit, including, but not limited to, members of the press or media, government agencies or elective representatives, absent subpoena or applicable statutory provisions, or any other third parties (excluding the undersigned's immediate family, attorney and/or tax advisors and/or the releasees' claims representatives), confidential reports for attorneys, either orally or in writing, or the identity of the undersigned or any of the releasees involved in the incident or the lawsuit. If presented by inquiries by members of the press or media, government agencies or elective representatives, absent subpoena or applicable statutory provisions, or any other third parties, the Parties and their attorneys agree to simply state the following: "We have no comment. The case was voluntarily dismissed."

If Plaintiff and Defendant, and/or their counsel of record, are required to disclose any aspect of this Agreement by operation of law, Plaintiff and Defendant, and/or their counsel of record, must provide immediate written notification to all other parties to this Action and must cooperate with the efforts by such Parties who oppose the disclosure of the Agreement. The restrictions against disclosure created herein may not be waived, except by the express written consent of all Parties. Such a waiver may be withheld for any reason whatsoever.

4. Settlement Amount

In full settlement and compromise of all claims against Defendant, and in full settlement and compromise of all claims Defendant has against Plaintiff, and in consideration for Defendant's performance of Paragraph 1, 2, 3, and 6 of this Agreement, Plaintiff agrees to and shall pay to Defendant the total amount of Twenty Thousand Dollars (\$20,000.00) ("Settlement Amount") as follows:

  
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- a. Immediately upon full execution of this Agreement, Plaintiff agrees to remit the amount of Ten Thousand Dollars (\$10,000) to Defendant; and,
- b. within 5 days after Defendant's performance of Paragraph 1 of this Agreement to Plaintiff's reasonable satisfaction, Plaintiff agrees to remit the second and final payment of Ten Thousand Dollars (\$10,000) to Defendant. Payment shall be made in a negotiable bank instrument with each side to bear its own costs and attorneys' fees.

5. Infringement Prohibitions

As non-monetary consideration supporting this Settlement Agreement, Defendant, as well as his agents, servants, employees, attorneys, successors and assigns, and all those persons in active concert or participation with them, shall hereby forever forebear, cease, and be permanently enjoined from engaging in, committing, or performing, directly or indirectly, all of the following acts:

- a. using in any manner worldwide in connection with Defendant's clothing in connection with any other advertising, promotions, solicitations, commercial exploitation or Internet use for such business, services, or goods, relating to the "Rock Revolution" mark U.S. Registration number 3,279,440, dated August 14, 2007, and/or any confusingly similar mark, copyrights, or any colorable imitations thereof ("Mark"), on any clothing, clothing accessories, items and products, except for t-shirts;
- b. using in any manner worldwide in connection with Defendant's clothing in connection with any other advertising, promotions, solicitations, commercial exploitation or Internet use for such business, services, or goods, relating to the name and mark "Rock Revolution," which is pending in the USPTO under Application Serial Number 78709908 (also known as "Mark"), on any clothing, clothing accessories, items and products, except for t-shirts;
- c. performing or allowing any act or thing which is likely to injure Plaintiff's business reputation or good will relating to the Mark or any derivatives thereof;
- d. engaging in federal and/or state trademark and/or copyright infringement, false designation of origin, unfair competition, and dilution by tarnishment, which would damage or injure Plaintiff relating to the Mark or any derivatives thereof;
- e. using the Internet domain name "www. rockrevolutionclothing.com," or email address "rockrevolutionclothing," or any confusingly similar name or address or any derivatives thereof, to advertise, promote, or sell any clothing, clothing accessories, items and products relating to the Mark;
- f. using the Internet domain name "www. rockrevolution.com," or any other domain name worldwide containing the word "Rock Revolution," or any confusingly similar name or address or any derivatives thereof, to advertise, promote, or sell any clothing, clothing accessories, items and products relating to the Mark;
- g. recording, filing, or registering the Mark, or any derivatives thereof, with any intellectual property government, official agency, and/or business entity worldwide;

  
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- h. using the Mark worldwide, or any derivatives thereof, in any business entity; and
- i. doing business worldwide using the Mark, or any confusingly similar mark or colorable imitation or any derivatives thereof, as a business name.

6. Forfeiture of Products/Destruction of Materials

Defendant, as well as his agents, servants, employees, attorneys, successors and assigns, and all those persons in active concert or participation with them, shall further relinquish any and all rights and claims in the Marks and copyrights to Plaintiff, and, within ten (10) days of mutual execution of this Agreement, Defendant shall deliver to Gareeb | Pham LLP all products, clothing items, and/or garments with the Marks and copyrights currently in Defendant's possession, custody and/or control.

Within 30 days from the complete execution of this Agreement, Defendant as well as his agents, servants, employees, attorneys, successors and assigns, and all those persons in active concert or participation with them, shall further cease and desist from advertising and shall remove, destroy, any and all advertising, promotions, solicitations, and/or marketing materials worldwide containing or relating to the Mark, or any derivatives thereof, on any clothing, clothing accessories, items and products, except for t-shirts.

7. Dismissal With Prejudice

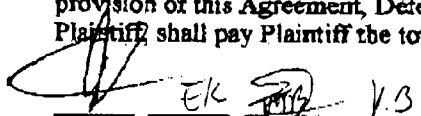
Upon completion of the foregoing, the parties shall fully executed a Stipulated Judgment against Defendant setting forth the terms and conditions set forth in Paragraphs 1 through 6, inclusive. Of this Agreement along with a dismissal of the Action with prejudice.

8. Release Of Claims By Plaintiff

Plaintiff, on behalf of themselves and all their past and present officers, directors, agents, employees, attorneys, divisions, servants, agents, assigns, insurers, reinsurers, trustees, successors in interest, independent contractors, partners and beneficiaries, and each of them, and all those claiming by, through or under them, does hereby fully, finally, and forever release, acquit and discharge Defendant, and all of his agents, employees, attorneys, owners, assigns, and successors, or anyone of them separately or jointly, of and from any and all claims, demands, actions, causes of action, liabilities, debts, liens, rights, attorneys fees, costs, expenses, damages and/or causes of action whatsoever, both known and unknown, both suspected and unsuspected, whether in the past, present or future, whether based upon contract, tort, statute, or other legal or equitable theory of recovery, arising out of, or in any way connected with or resulting from acts and/or omissions of Defendant pertaining to any and all claims by Plaintiff for loss, injury, or damage as more particularly set forth in the Action, including, but not limited to, all claims for statutory or regulatory violations, general damages, special damages, attorney's fees and costs, and equitable relief arising from the entire subject matter of the Action.

9. Liquidated Damages

The Parties acknowledge that the precise amount of damages sustained by breach of this Agreement is difficult or impossible to assess. Accordingly, in the event that Defendant breaches any provision of this Agreement, Defendant, addition to any other legal or equitable remedies available to Plaintiff, shall pay Plaintiff the total sum of \$500,000.00. Nothing contained herein shall preclude

  
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Plaintiff from seeking equitable relief (such as Temporary Restraining Order, Injunction, or other equitable remedy) against Defendant in connection with any alleged breach.

10. Good Faith Settlement

The Parties agree and stipulate that this Agreement is made in good faith between Plaintiff and Defendant, and each of them, as those terms are defined pursuant to *California Code of Civil Procedure* §§ 877 and 877.6, and entered into voluntarily without any duress, undue influence, fraud or collusion on the part of, or on behalf of, any other party.

11. Waiver Of California Civil Code § 1542

With respect to the claims released herein, the parties have read and understand *California Civil Code* § 1542 and expressly waive any applicable benefits under that section, which provides that:

"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."

Plaintiff acknowledges, warrants and represents that it understands the significance and consequences of such specific waiver of *California Civil Code* § 1542 and it hereby assumes full responsibility for any injuries, damages and losses which it may incur from, or by reason of, the above-mentioned matters.

12. Warranties And Representations

Each of the Parties to this Agreement represents, warrants, and agrees as to itself as follows:

(a) Each party has received independent legal advice from their attorneys, with respect to the advisability of executing this Agreement, and with respect to the meaning of *California Civil Code* § 1542.

(b) Each party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement, and of all the matters pertaining thereto as it deems necessary.

(c) Each party has read this Agreement and understands the contents hereof, and has freely consented to and authorized this Agreement.

(d) In entering into this Agreement and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by them in entering into this Agreement was untrue, or that any fact was concealed from them, or that their understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including, without limitation, on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding between Plaintiff on the one hand, and Defendant on the other hand, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or of any other circumstance whatsoever.

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(e) Each party warrants that it has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, the Action or any of the claims, contracts, demands, and cause or causes of action or any other purported right which is herein released, to any other person or entity, and expressly agree to defend, indemnify and hold harmless the released party from any and all costs, expenses, losses or liability incurred as a consequence of any such assignment or attempted assignment.

13. Compromise Of Disputed Claims

This Agreement and the settlement contemplated herein, including the payment and dismissals referred to herein, reflect the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind to the other party. The Parties declare that prior to the execution of this Agreement, they have investigated the facts as thoroughly as they deemed necessary and apprised themselves of sufficient information, either through experts or other sources, in order that they might intelligently exercise their judgment in deciding whether to execute, and in deciding on the contents of, this Agreement. The Parties assume the risk that facts, other than those facts that are represented or warranted to be true in this Agreement, may later be found to be different from the facts now believed by them to be true. The Parties declare that their decision to execute this Agreement is not influenced by any representation not contained in this Agreement.

14. Governing Law

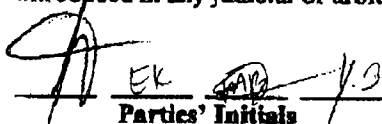
The Central District of California shall reserve and retain jurisdiction as to any and all disputes arising out of this Agreement between the Parties, in accordance with the laws of the State of California without reference to choice of law rules.

15. Waiver Of California Code of Civil Procedure § 1654

The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Agreement. This Agreement, and any ambiguities or uncertainties contained herein, shall be equally and fairly interpreted for the benefit of and against all Parties hereto, and construed without reference to identity of the Parties preparing this Agreement, on the express understanding and agreement that the Parties participated equally in the negotiations and preparation of this Agreement, and have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of *California Code of Civil Procedure § 1654* and any successor statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

16. Integration Of Agreement

All prior agreements or understandings between the Parties concerning the subject matter of this Agreement are incorporated into this Agreement, which constitutes the entire contract. This written Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

  
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17. Severability Of Agreement

In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

18. Amendment Of Agreement

No amendment of, supplement to, or waiver of any provision of this Agreement will be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought.

19. Enforcement Of Agreement

In the event that either Party brings any action or proceeding in law, equity or otherwise against the other because of breach or anticipatory breach of any covenant, condition or provision hereof, or for any other relief, declaratory or otherwise, including appeals therefrom, and whether being an action based upon tort or contract, then the prevailing Party shall be entitled to reasonable attorneys' fees and costs of such action or proceeding from the other Party.

20. Terms Are Contractual

The terms of this Agreement are contractual and not a mere recital. This Agreement shall be binding upon and inure to the benefit of the parties hereto and of all the officers, directors, agents, successors, affiliates, subsidiaries, insureds, assigns, beneficiaries, executors and administrators of the parties.

21. Order Of Paragraphs Has No Significance

The order in which the paragraphs appear in this Agreement has no significance.

22. Counterparts

This Agreement may be executed in one or more counterparts, and by facsimile transmission, each copy of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

**DEFENDANTS ADAM MATTES AND ROCK REVOLUTION CLOTHING REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS WITH THEIR ATTORNEY, THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.**

  
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IN WITNESS WHEREOF, this SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS is executed on the date set forth below.

DATED: 10-23-07

YACCOV BACHAR  
Plaintiff BOULEVARD LIQUIDATION, INC.  
(Print Name)

officer  
(Title)

[Signature]  
(Signature)

DATED: 10-23-07

YACCOV BACHAR  
Plaintiff YACCOV BACHAR

DATED: \_\_\_\_\_

MICHAEL BACHAR  
Plaintiff MICHAEL BACHAR

DATED: 10-23-07

EUGENE KAPLAN  
Plaintiff EUGENE KAPLAN

Signatures Can Overlap On Next Page

DATED: 10/23/07

ADAM MATTES  
Defendant ADAM MATTES

DATED: 10/23/07

ROCK REVOLUTION CLOTHING  
Defendant ROCK REVOLUTION CLOTHING  
(Print Name)

President  
(Title)

[Signature]  
(Signature)

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