

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

To the Hon. Commissioner of Patents & Trademarks: Please record the attached documents:

1. Name of conveying party(ies):

Mina Hegaard

Entity:

 Individual(s)

Additional name of conveying party attached?

 yes no

2. Name and address of receiving party(ies):

Geo Mio, LLC
4049 Via Marisol, #319
Los Angeles, CA 90042

Entity:

 Limited Liability Company
organized in California

3. Nature of conveyance:

 Assignment

Additional name(s) and address(es) attached?

 yes no

Execution Date: January 1, 2007

4. Application number(s) or registration number (s):

If this document is being filed together with a new application, the execution date of application is:

A. Trademark Application No(s):

B. Trademark Registration No(s): 3,081,143.

Additional numbers attached? Yes No5. Name and address party to whom
correspondence concerning document should
be mailed:James A. Henricks, Esq.
HENRICKS, SLAVIN & HOLMES LLP
840 Apollo Street, Suite 200
El Segundo, CA 90245-4737
310-563-1456 Atty. Ref. No.: 410588-0166. Total number of applications and registrations
involved:

[1]

7. Total filing fee: \$ 40.00

 Enclosed - Check No. 41048. Authorized to be charged to Deposit Acct.


9. Deposit Account Number: 50-0655

DO NOT USE THIS SPACE

10. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document.*

James A. Henricks. Reg. 31,168



March 24, 2007

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [5]

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

CH \$40.00 500655 3081143

ASSIGNMENT AND ASSUMPTION OF PATENTS, TRADEMARKS AND OTHER PROPRIETARY RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF PATENTS, TRADEMARKS AND OTHER PROPRIETARY RIGHTS (the "Assignment and Assumption") is made as of this 7 day of January 2007 by and between **Mina Hegaard**, an individual having a place of business at 171 Pier Avenue, #444, Santa Monica, California 90405 ("Assignor") and **Geo Mio, LLC**, a California limited liability company with its principal business address located at 4049 Via Marisol, #319, Los Angeles, California 90042 ("Assignee").

RECITALS

A. Assignor or her predecessor(s) in interest has, in connection with the operation of a Business commonly known as "Minawear", created, adopted and used, and Assignor is currently using and is the owner of, those certain patents, trademarks, copyright, works fixed in tangible media and other intellectual proprietary rights, some of which are listed on Schedule 3.14 attached hereto (collectively the "Proprietary Rights"). Certain trademarks of the Proprietary Rights have been registered, or applications for registration have been filed, in the applicable government offices for use in connection with the goods/services indicated in said registrations or applications therefor or for which the marks are currently being used (collectively the "Marks").

B. Assignee desires to acquire from Assignor all of Assignor's rights, title and interest in and to said Proprietary Rights, including the Marks and the goodwill associated therewith.

C. As more fully described in that certain Asset Purchase and Sale Agreement dated the 1st day of January, 2007, by and between Assignor as Seller and Assignee as Purchaser (the "Asset Purchase Agreement") pursuant to which Purchaser will acquire from Seller all of Seller's rights and interest in, and good and valid title to, the Assets and the Business and property and business associated therewith, of every kind, character, and description, whether tangible, intangible, real, personal, or mixed, and wherever located, free and clear of all Encumbrances, other than any assets, properties or rights that are specifically excluded from the definition of Assets as more fully described in Section 2.3 of the Asset Purchase Agreement, Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Proprietary Rights, including the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, bargain, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in and to, the above-identified Proprietary Rights, including the Marks, together with the goodwill of the business symbolized by such Proprietary Rights, including the Marks, all registrations thereof and applications therefor, together with any and all claims for damages or injunction by reason of past infringement of said Proprietary Rights, including the Marks, with right to

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sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, Worldwide.

Assignor hereby consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Marks or the registration(s) and/or application(s) therefor issue and deliver to Assignee.


Assignor hereby agrees at Assignee's request to execute in Assignee's favor any and all additional papers which may be necessary for the transfer, by complete assignment, of all Assignor's proprietary rights in and to the above-identified Marks and all registrations thereof or applications therefor, including, without limitation, separate recordable assignments on a country-by-country basis in order to meet government requirements and to facilitate perfection of Assignee's rights in each country.

This Assignment and Assumption shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

This Assignment and Assumption may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, Mina Hegaard, as Assignor, and Geo Mio, LLC, as Assignee, have caused this document to be duly and legally executed as of the date first written above.

ASSIGNOR:


Mina Hegaard

ASSIGNEE:

Geo Mio, LLC
(a California limited liability company)


By: **Edie M. Marrs**
Its: **Manager**

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SCHEDULE 3.14**PROPRIETARY RIGHTS**

January 1, 2007

Copyrights:

[Mina Hegaard to Provide]

Patents:

NONE

Servicemarks:

[Mina Hegaard and Geo Mio to Provide]

Trademarks (including all Registered Trademarks, Pending Applications for Registration of Trademarks, and Common Law Trademarks):

"MINA WEAR®	Serial Number	Registration Number	USA
	76/516,222	3,081,143	

"MINAWEAR"
"Baja Hoody"
"Drawstring Pants"
"Dressing Tank"
"Light Weight Long Sleeve with ZZZentropy"
"Long Sleeve Light Weight T-Shirt"
"Long Sleeve Women's V Neck"
"Low Rise Clam Diggers"
"Low Rise Drawstring Pants"
"Mini Dress"
"One of a Kind Tie dyed Raglan"
"Pocket Pants"
"Short Skirt"
"Short Sleeve Ringer T-Shirt w/ZZZentropy"
"Spaghetti Strap Tank"
"Sweetheart Neckline Tank"
"Three Strap Tank"
"Women's Raglan w/ outside stitching"
"Women's Scoop Neck Top"
"Baby Triangle Hat"
"The Buzz"
"MinaVision"

Such other and further Trademarks and other descriptive names employed by Seller and/or the Business to describe Minawear Apparel Products including, but not limited to, Trademarks and other descriptive names used in connection with Minawear blankets, napkins and other Apparel Products and related items.

Trade Secrets:

Vendor List, including (i) name, (ii) address, and (iii) telephone number

Customer List, including (i) name, (ii) address, and (iii) telephone number

Prospect List, including (i) name, (ii) address, and (iii) telephone number

Designs

Domain Names:

www.minawear.com

Telephone Numbers:

(310) 306-1958

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Client Name & Docket No. GEO MIO, LLC 410588-020

Mark: mina wear

Applicant: GEO MIO, LLC

Ser. #/Reg. #: 76/516,222 / 3,081,143

Filing Date: May 25, 2003

Please acknowledge receipt of:

- Application
 - Power of Attorney
 - Drawing
 - Specimens/Facsimiles (3)
 - Check # _____
- Trademark Assignment Cover Sheet
 - Assignment
 - Check # 4104-40¹¹
- Letter
- Reply to Office Action
- Request for Extension of Time
 - Check # _____
- Statement of Use
 - Specimens/Facsimiles (3)
 - Check # _____
- Section 8/13 Declaration
 - Specimen/Facsimile (1)
 - Check # _____
- Renewal Application
 - Specimen/Facsimile (1)
 - Check # _____
- Other _____
- Certificate of Mailing

Mailed March 26, 2007 By G. Brass

OFFICE OF THE REGISTER OF TRADEMARKS
2007 MAR 26 11 53 AM
FILING

Please advise the status of this recording.

Thanks

Jim HENRICKS

310 563 1456

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