

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Barbara B. Brunner

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Melissa M. Salas

Internal

Address: _____

Street Address: 200 Villa Borghese Street

City: Las Vegas

State: Nevada

Country: USA Zip: 89138

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Individual Citizenship 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)

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

Execution Date(s) May 29, 2008

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3175773

Additional sheet(s) attached? Yes No

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

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

Name: Melissa M. Salas

Internal Address: _____

Street Address: 200 Villa Borghese Street

City: Las Vegas

State: Nevada Zip: 89138

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

One

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

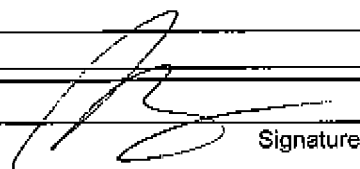
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 9856
Expiration Date 1/09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

Barbara B. Brunner

Name of Person Signing

5/29/08
Date

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

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 1450, Alexandria, VA 22313-1450

OP \$40.00 3175773

**ASSIGNMENT OF TRADEMARK
POWER OF ATTORNEY**

THIS ASSIGNMENT OF TRADEMARK/POWER OF ATTORNEY (this "Assignment") is made and entered into effective May 29, 2008, by and among Ray G. Brunner and Barbara B. Brunner, individuals residing at 2434 SW Humphrey Park Road, Portland, Oregon 97221 (collectively, "Assignor"), and Melissa M. Salas, an individual residing at 200 Villa Borghese Street, Las Vegas, Nevada 89138 ("Assignee").

RECITALS

- A. Assignor is the owner of that certain trademark identified as "BLUE." and registered with the U.S. Patent & Trademark Office, effective July 19, 2005, under Reg. No. 2972582;
- B. Assignor is the owner of that certain trademark identified as "BLUE." and registered in the U.S. Patent & Trademark Office, effective November 28, 2006, under Reg. No. 3175773;
- C. Trademark Reg. No. 2972582 and trademark Reg. No. 3175773 shall hereinafter be collectively called the "Trademark";
- D. Assignor owns all of the outstanding shares of Hepburn, Inc., an Oregon corporation ("Hepburn");
- E. Hepburn has executed a certain Agreement for Purchase and Sale of Assets, dated May 29, 2008 (the "Sale Agreement"), wherein Hepburn agreed to sell substantially all of the assets of its business to Assignee (the "Transaction");
- F. Assignor, as owner of all of the outstanding shares of Hepburn, will derive material financial benefits from Hepburn's execution and performance of the Sale Agreement, and Assignor desires, as part of the Transaction, to transfer to Assignee, and Assignee desires to acquire, all of Assignor's right, title, interest, and use in and to the Trademark identified above, including in and to the above-stated registration, including the goodwill associated therewith; and
- G. Assignee is, pursuant to the terms of the Sale Agreement, paying to Hepburn the sum of Three Hundred Fifty Thousand Dollars (\$350,000) as consideration for the Transaction, a portion of which sum Hepburn shall remit to Assignor, as Assignor and Hepburn may hereafter agree, as consideration for the assignment of Assignor's rights in the Trademark to Assignee hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. Assignor hereby does sell, assign, and transfer to Assignee, which is herewith accepted by Assignee, all of Assignor's right, title, and interest, including common law rights, in and to the Trademark, plus the goodwill symbolized thereby, and including, without limitation, any and all claims and causes of action for infringement thereof, and including, all rights to defend opposition and cancellation proceedings, and including the right of first use and the first-use dates for the Trademark, which shall be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns, or other legal representatives, to the full end of the term or terms for which the Trademark may be granted, as fully and entirely as the same would have been enjoyed by Assignor had this Assignment not been made. This Assignment and transfer is made without reservation, limitation, or restriction, is not limited by the manner of use of the Trademark, and this Assignment and transfer shall be as broad and complete as permitted by applicable law.
2. This Assignment includes all rights to sue, bring actions for, and recover and hold damages, profits, and other compensation for any and all past and future infringements and unauthorized uses of the Trademark.
3. Assignor hereby covenants and agrees that Assignor shall, at the request of Assignee, execute, acknowledge, and deliver all such further acts, deeds, assignments, transfers, powers of attorney, and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Trademark (including all applications and registrations); provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.
4. This Assignment shall be binding upon Assignor, its successors and assigns, and upon all others acting by, through, with or under its direction or control.
5. This Assignment is not intended to modify, and shall not modify, any of the terms of the Sale Agreement.
6. Assignor does hereby make, constitute, and appoint Melissa M. Salas (hereinafter "Power of Attorney") as the true and lawful attorney for Assignor and in Assignor's name, place, and stead, and for Assignor's use and benefit, for the sole and limited purpose to execute such other documents as may be necessary to effect the assignment and transfer described above. In exercising this power, Power of Attorney shall promptly notify Assignor of each act undertaken in furtherance of the powers described in this paragraph.
7. The recitals set forth above are hereby incorporated into this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first-above written.

ASSIGNOR:

Ray G. Brunner

Barbara B. Brunner

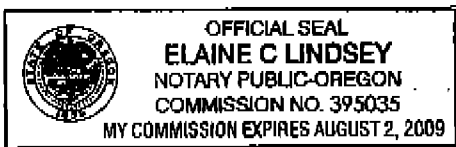
ASSIGNEE:

By: Melissa M. Salas

Melissa M. Salas

STATE OF Oregon)
) ss.
County of Multnomah)

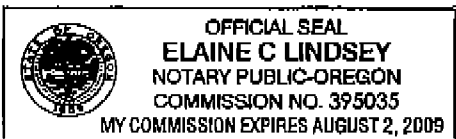
On May 29, 2008, before me personally appeared Ray G. Brunner and Barbara B. Brunner, to me known to be the persons described in and who executed the foregoing instrument, and each being first duly sworn, stated that they each had authority to sign the above Assignment of Trademark/Power of Attorney and that they did so of their respective free will, and they duly acknowledged to me that they each executed the same for the uses and purposes therein set forth.



Elaine C. Lindsey
Notary Public for Oregon

STATE OF Oregon)
) ss.
County of Multnomah)

On May 29, 2008, before me personally appeared Melissa M. Salas, to me known to be the person described in and who executed the foregoing instrument, and being first duly sworn, stated that she had authority to sign the above Assignment of Trademark/Power of Attorney, and that she did so of her free will, and she duly acknowledged to me that she executed the same for the uses and purposes therein set forth.



Elaine C. Lindsey
Notary Public for Oregon