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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 8/31/2008)

06-10-2008

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

RE
103507848
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):
TONIC WEAR, INC.
6-6-08
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: CALIFORNIA
 Other _____
Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No
Name: DAYMEN PHOTO MARKETING LP
Internal _____
Address: _____
Street Address: 55 VALLEYWOOD DRIVE
City: MARKHAM, ONTARIO
State: _____
Country: CANADA Zip: L3R 5L9
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship CANADA
 Corporation Citizenship _____
 Other _____ Citizenship _____
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) APRIL 24, 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)
Reg. No. 3,255,045 and Reg. No. 3,254,673
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Assignment of trademark registrations for ACME MADE (Reg. No. 3,255,045) and ACME MADE ICOVER (Reg. No. 3,254,673)

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Lawrence H. Binderow, Attorney at Law
Internal Address: BINDEROW LAW OFFICES
Street Address: Suite 250, 1330 Camino Del Mar
City: Del Mar
State: California Zip: 92014
Phone Number: (858) 259-1940
Fax Number: (858) 259-8122
Email Address: binderow@lawyer.com

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed SEE DOCUMENT ID No. 103503785

8. Payment Information:
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Lawrence H. Binderow JUNE 2, 2008
Signature Date
Lawrence H. Binderow, Attorney at Law BINDEROW LAW OFFICES Total number of pages including cover sheet, attachments, and document: 7
Name of Person Signing

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



05-20-2008

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 01-31-08)



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R/FINANCE

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RECO
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- General Partnership Citizenship _____
- Limited Partnership Citizenship CANADA
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

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- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 85/19/2008 NJAMA1 00000005 3255045

Authorized User Name _____

9. Signature: Lawrence H. Binderow

Signature

May 13, 2008

Date

Lawrence H. Binderow, Attorney at Law BINDEROW LAW OFFICES

Name of Person Signing

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

7

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003794 FRAME: 0749

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated April 24, 2008, is made by **TONIC WEAR, INC.**, a California corporation, located at 1935 SE Powell Blvd., Portland, Oregon 97202 ("Assignor"), in favor of **DAYMEN PHOTO MARKETING L.P.**, an Ontario limited partnership, located at 1003 Gravenstein Highway North, Suite 200, Sebastopol, California 95472 ("Assignee").

RECITALS

A. Assignor is the owner of the trademarks, trademark registrations and trademark applications as set forth on attached Exhibit A (collectively, the "Trademarks") and all other rights appurtenant thereto throughout the world, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world.

B. Assignor, Assignee, Lowe Pro U.S., Inc., Kirk Thornby, and Mark Loncar have entered into an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Trademarks.

C. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers and sets over to Assignee, without reservation, all right, title and interest in and to the Trademarks, together with the goodwill of Assignor associated therewith, and all other rights appurtenant thereto throughout the world, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world.

2. Terms of Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations and warranties relating to the Trademarks, are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that the representations and warranties relating to the Trademarks contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of conflict or inconsistency between the terms of the Purchase Agreement and this Assignment, the terms of the Purchase Agreement shall govern.

3. Further Assurances. Assignor covenants that, at the request of Assignee, it will do all such further acts, and shall execute and deliver, or cause to be executed and delivered, all such transfers, assignments and conveyances, evidences of title, notices, powers of attorney and assurances as may be necessary or desirable to put Assignee in possession and operating control

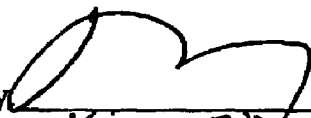
of the Trademarks, or as Assignee may reasonably request to better assure and confirm title of Assignee to the Trademarks of for the transfer of possessory rights with respect thereto, including the delivery of all instruments, powers, books and records and related property evidencing or related to the foregoing.

4. Counterparts. This Assignment may be executed and delivered in one or more counterparts, and by the different parties to this Assignment in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respect successors and permitted assigns.

"ASSIGNOR"

TONIC WEAR, INC.


By 
Name: KIRL THORNBY
Title: CFO

STATE OF OREGON

)
)ss.
)

County of Multnomah

This instrument was acknowledged before me on this 24 day of April, 2008, by Kirl Thornby (name), CFO (title) of Tonic Wear, Inc., a California corporation.


Notary Public for Oregon
My Commission Expires: 10/2/2010

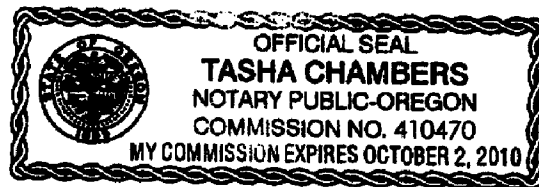


EXHIBIT A

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ACME MADE	3,255,045	June 26, 2007
ACME MADE ICOVER	3,254,673	June 26, 2007

From: teas@uspto.gov Save Address Block Sender This Is Spam

To: binderow@lawyer.com

CC:

Subject: Received Your Revocation of Attorney/Domestic Representative and/or Appointment of Attorney/Domestic Representative for serial number 78764081

Date: Tue, 13 May 2008 10:50:03 -0400 (EDT)

Show Full Headers

Back To [INBOX]

We have received your Revocation of Attorney/Domestic Representative and/or Appointment of Attorney/Domestic Representative form below.

Application serial number(s) 78764081, 78180098 has/have been amended as follows:

PTO Form 2196 (Rev 9/2005)

OMB No. 0651-0056 (Exp 10/31/2008)

Revocation of Attorney/Domestic Representative and/or Appointment of Attorney/Domestic Representative

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	78764081
REGISTRATION NUMBER	3255045
LAW OFFICE ASSIGNED	LAW OFFICE 113
MARK SECTION	
MARK	ACME MADE
ATTORNEY SECTION	
ORIGINAL ADDRESS	Gregory Alan Rutchik The Arts and Technology Law Group Three Embarcadero Center, 6th Floor San Francisco CA 94111
CORRESPONDENCE SECTION	
ORIGINAL ADDRESS	Gregory Alan Rutchik The Arts and Technology Law Group Three Embarcadero Center, 6th Floor San Francisco CA 94111

Input Field	Entered
SERIAL NUMBER	78180098
REGISTRATION NUMBER	3254673
LAW OFFICE ASSIGNED	LAW OFFICE 113
MARK SECTION	
MARK	ACME MADE ICOVER