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

10-30-08

1. Name of conveying party(ies):

WHO'S YOUR DADDY, INC.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

- Yes
- No

Name: FISH & RICHARDSON P.C.

Internal

Address:

Street Address: 225 FRANKLIN STREET

City: BOSTON

State: MASSACHUSETTS

Country: U.S.A. Zip: 02110

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Professional Corp.

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) SEPTEMBER 27, 2006

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

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

A. Trademark Application No.(s)

SEE ATTACHMENT A

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

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

Name: GLEN H. ISAACS

Internal Address:

ADLER LAW FIRM

Street Address: 101 MONTGOMERY STREET

SUITE 2050

City: SAN FRANCISCO

State: CALIFORNIA Zip: 94104

Phone Number: (415) 433-5333

Fax Number: (415) 433-5334

Email Address: gisaacs@adlerlaw.net

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

10/31/2008 MJAHA1 00000027 78657979

Deposit Account Number

Authorized User Name

9. Signature:

Glen H. Isaacs
Signature

OCTOBER 30, 2008

Date

GLEN H. ISAACS, ADLER LAW FIRM, COUNSEL FOR FISH & RICHARDSON P.C.

Name of Person Signing

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

9

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

ATTACHMENT A
To Form PTO-1594 submitted by Fish & Richardson, P.C.

Serial Numbers of Trademarks Subject to Security Agreement (13)

78657979
78976525
78696818
78658016
78504067
78504061
76574444
76574445
76574443
76574442
76574441
76574440
76574439

State of California

Secretary of State

I, **Debra Bowen**, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

May 21, 2008

Debra Bowen

Secretary of State

FILE # 067086445181

Document Number: 17042050002

TRADEMARK
REEL: 003881 FRAME: 0615

06-7086445181

09/27/2006 14:52

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

*****PLEASE RETURN TO*****

CSC
2730 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Acct. #10011306



FILED

CALIFORNIA SECRETARY OF STATE

SOS



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UCC 1 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Who's Your Daddy Inc.

OR 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
3131 Camino Del Rio Noth

CITY: **San Diego** STATE: **CA** POSTAL CODE: **92108** COUNTRY:

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION: **Corporation** 1f. JURISDICTION OF ORGANIZATION: **California** 1g. ORGANIZATIONAL ID #, if any: NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any: NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Fish & Richardson P.C.

OR 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
225 Franklin Street

CITY: **Boston** STATE: **MA** POSTAL CODE: **02110** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

Debtor's Trademarks

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

BJJ # 21-485770-1

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

International Association of Commercial Administrators (IACA)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is made and entered into as of this 27th day of September, 2006 by and between Who's Your Daddy, Inc., a California corporation ("WYD CA"), Who's Your Daddy, Inc., a Nevada corporation ("WYD NE") (WYD CA and WYD NE are collectively referred to herein as the "Companies") and Fish & Richardson P.C. ("Fish").

RECITALS

WHEREAS, the Companies are in arrears in the payment of legal fees to Fish in the amount of \$395,405 as of August 14, 2006; and

WHEREAS, the parties have concluded that it is in their best mutual interest to resolve their issues on the terms set forth below; and

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Settlement Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto expressly agree as follows:

1. **Settlement Payments**: The Companies have agreed to pay, and Fish has agreed to accept, payment for outstanding legal fees as follows:

(i) one hundred thousand dollars (\$100,000) on or before September 30, 2007, with minimum monthly payments as follows: (a) \$2,500 per month commencing November 1, 2006 until January 1, 2007; (b) \$5,000 per month commencing February 1, 2007 until April 1, 2007; (c) \$7,500 per month commencing May 1, 2007 until July 1, 2007; and (d) \$10,000 per month on August 1, 2007 until September 30, 2007. Any unpaid balance of this \$100,000 shall be paid on September 30, 2007; and

(ii) two hundred thousand dollars (\$200,000) shall be paid at the closing of any financing in which either of the Companies raises an aggregate amount of financing equal to \$3,500,000 or more.

2. **Interest.** In the event that the Companies fail to make any of the payments required hereby, such unpaid amounts shall bear interest at the highest rate permitted by applicable law.

3. **Grant of Security Interest.** WYD CA hereby grants Fish a first priority security interest in all of the Trademarks owned by it and all associated goodwill. Fish shall record a UCC Financing Statement reflecting such security interest. Fish agrees to subordinate its security interest to any bona fide third party lender that provides financing to the Company that results in the payment contemplated by Section 1 (iii) above. Fish shall release its security interest at such time as all amounts payable to it hereunder have been paid.

4. **Issuance of Warrant.** In consideration of Fish's forbearance as contemplated hereby, WYD NE hereby agrees to issue to Fish a Warrant to purchase 75,000 shares of its Common Stock at an exercise price of \$1.25 per share.

5. **Mutual Release.** The parties to this agreement do hereby expressly, voluntarily and immediately release and discharge each-other, their agents, attorneys, officers, directors, subsidiaries, predecessors, successors and assigns, of and from any and all past and present actions, cause of actions, suits, counter-claims, debts, charges, complaints, claims, liabilities, contracts, obligations, damages and expenses, of any nature whatsoever, both in law and in equity or otherwise, from the beginning of the world to the date of this Release, including, but not limited to, all claims asserted or which could have been asserted with regard to legal fees incurred by the Companies for services rendered by Fish prior to August 14, 2006 and excepting only the parties' obligations under and pursuant to this Settlement Agreement.

6. **No Costs Or Fees.** Each of the parties to this Settlement Agreement is to bear, as between themselves, their own costs and attorneys' fees arising from the transactions contemplated by this Settlement Agreement.

7. **Confidentiality.** The parties and their undersigned counsel represent and agree that they will keep the existence, facts and terms of this Agreement, and the Settlement Amount, completely confidential, and that they will not hereafter disclose any information concerning this Agreement or the Settlement Amount to anyone other than (a) as may be required by law by a duly constituted governmental body or tax authority, (b) as may reasonably be necessary in connection with any judicial proceeding arising out of or relating to this Agreement, or (c) as necessary for the purpose of the enforcement of this Agreement. Avalon may also disclose the terms of this Agreement, and the Settlement Amount, to their respective officers, directors and agents, provided that they shall first inform any such persons of the obligation of confidentiality described herein and obtain such persons' agreement in writing to keep the terms of this Agreement and the Settlement Amount completely confidential.

8. **Successors and Assigns.** This Settlement Agreement shall inure to the benefit of and be binding upon the parties, their affiliates, successors, heirs and assigns.

9. **Voluntary and Informed Consent; Authority.** Each party to this Agreement warrants that no promise or inducement to enter into this Agreement has been offered, except as herein set forth and that this Agreement is executed by each party without relying upon any statement or representation by any other party or its representatives, including, but not limited to, any representations concerning the nature and extent of any injury, damages or legal liability. Each party to this Agreement has made such investigation of the facts and law pertaining to this settlement and this Agreement, and of all matters pertaining thereto, as that party deems necessary. Each party also acknowledges that it has been represented by counsel during all stages of this dispute and has acted with the advice of such counsel in executing this

Agreement. Without limitation of the foregoing, the Companies acknowledge that they have not been represented by Fish in connection with the matters contemplated hereby and have obtained independent legal advice. Each party hereto and each person executing this Agreement acknowledges that the terms and conditions of this Agreement have been completely read, and that the terms and conditions are fully understood and voluntarily accepted and in connection therewith, the parties acknowledge that each of them have had the benefit of legal counsel in entering into the same and they warrant, represent and agreed that they, and each of them, understand all of the terms and are voluntarily executing the same of their own free will, without coercion or duress. Each party to this Agreement further represents and warrants that it has full authority to enter into this Agreement.

10. **Joint Drafting.** The parties agree that they have jointly participated in the drafting and preparation of this Agreement, and that the language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either of the parties hereto.

11. **Execution.** This Agreement may be executed by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together constitute but one and the same instrument. Counterparts may be transmitted by the parties to their counsel via telecopier, if convenient to do so, and such counterparts shall be deemed originals, for all purposes.

12. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements, discussions and statements. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to

constitute a waiver of any other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing waiver.

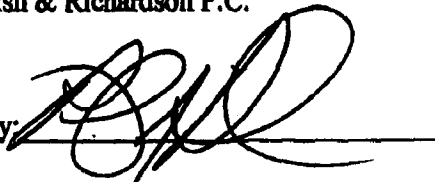
13. **Severability.** If any Paragraph of this Agreement or any portion thereof shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

14. **Choice of Law.** This Agreement shall be construed and enforced under the Laws of the Commonwealth of Massachusetts.

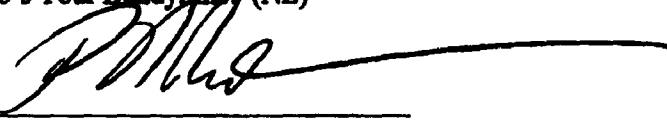
Who's Your Daddy, Inc. (CA)

Fish & Richardson P.C.

By: 
Reuven I. Rubinson, CFO

By: 

Who's Your Daddy, Inc. (NE)

By: 
Reuven I. Rubinson, CFO