

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Court Appointment of a Receiver		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gordon Rush Incorporated		03/17/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Douglas Wilson Companies		
<b>Street Address:</b>	450 B Street		
<b>Internal Address:</b>	Suite 1900		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92101		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78979895	ASTON GREY SPORT	
Serial Number:	78979893	ASTON GREY COLLECTION	
Serial Number:	78637853	VERTIGO PROJECT	
Serial Number:	78621387	ASTON GREY SPORT	
Serial Number:	78621381	ASTON GREY COLLECTION	
Serial Number:	77975999	GORDON RUSH	
Serial Number:	77975480	STRAY DOG	
Serial Number:	77975479	MARCO VITTORIO	
Serial Number:	77583411		
Serial Number:	77423489	GR	
Serial Number:	77423477	GR GORDON RUSH	
Serial Number:	77122613	CANPIONE	
Serial Number:	77102654	MARCO VITTORIO	

CH \$465.00 78979895

Serial Number:	77051945	STRAY DOG
Serial Number:	77051943	RUSH GORDON RUSH
Serial Number:	77051941	GORDON RUSH
Serial Number:	76350276	RUSH GORDON RUSH
Serial Number:	75417585	GORDON RUSH

**CORRESPONDENCE DATA**

Fax Number: (619)234-3815  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 619.338.6500  
Email: uspto-tm-oc@sheppardmullin.com  
Correspondent Name: Sheppard Mullin Richter & Hampton LLP  
Address Line 1: 501 W. Broadway  
Address Line 2: 19th Floor  
Address Line 4: San Diego, CALIFORNIA 92101

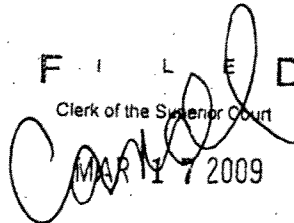
ATTORNEY DOCKET NUMBER:	0JAV-048132
NAME OF SUBMITTER:	Terry Contreras
Signature:	/tc/
Date:	08/28/2009

**Total Attachments: 10**  
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1 Michael Gerard Fletcher (State Bar No. 070849)  
 Hal D. Goldflam (State Bar No. 179689)  
 2 Bob Benjy (State Bar No. 211569)  
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 Seventeenth Floor  
 4 Los Angeles, California 90048-4920  
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 5 Facsimile: (323) 651-2577

**F I L E D**  
 Clerk of the Superior Court  
  
 MAR 17 2009  
 By: D. FEUREISEN, Deputy

6 Attorneys for Plaintiff Cathay Bank

**F I L E D**  
 Clerk of the Superior Court  
 MAR 17 2009

8 **SUPERIOR COURT OF CALIFORNIA**  
 9 **COUNTY OF SAN DIEGO**

By: C. NEPOMUCENO, Deputy

11 CATHAY BANK, a California corporation,  
 12 Plaintiff,

13 v.

14 GORDON RUSH INCORPORATED, a  
 California corporation; ALAN GORDON, an  
 15 individual; RONALD J. GORDON, an  
 individual; and DOES 1 through 150,  
 16 Inclusive,

17 Defendants.

CASE NO. 37-2009-00085168-CU-CL-CTL

[Assigned to Hon. Joan M. Lewis]

[Ex Parte Hearing Before Judge William R. Nevitt, Dept. 64]

**ORDER**

**1. FOR THE APPOINTMENT OF A  
 RECEIVER EX PARTE AND A  
 TEMPORARY RESTRAINING ORDER  
 IN AID OF THE RECEIVER; AND**

**2. TO SHOW CAUSE AS TO WHY THE  
 APPOINTMENT OF A RECEIVER  
 SHOULD NOT BE CONFIRMED AND A  
 PRELIMINARY INJUNCTION ISSUED  
 IN AID OF THE RECEIVER**

Date: March 17, 2009

Time: 3:00 p.m.

Dept: 64

FRANDZEL ROBINS BLOOM & CSATO, L.C.  
 6500 WILSHIRE BOULEVARD, 17TH FLOOR  
 LOS ANGELES, CALIFORNIA 90048-4920

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ORDER

1  
2 Upon due and proper consideration of the verified complaint on file herein, together with  
3 plaintiff Cathay Bank's ("Bank") ex parte application for (i) an order appointing a receiver over  
4 Gordon Rush Incorporated and a preliminary injunction in aid of the receiver, or in the alternative,  
5 (ii) an order to show cause for appointment of a receiver and temporary restraining order pending  
6 hearing on the order to show cause, the declarations of Gregory Badura, Jade Wu, Ivy Lin, James  
7 Crossland, and Bob Benjy (collectively, "Application"), and the oral argument of counsel and  
8 good cause appearing therefor,

9 IT IS ORDERED that Douglas P. Wilson be and is hereby appointed receiver ("Receiver")  
10 over defendant Gordon Rush Incorporated, a California corporation ("Gordon Rush"), in this  
11 action, subject to the conditions that before entering upon his duties as the receiver, he shall take  
12 the oath and file a bond with a surety thereon acceptable to this Court in the sum of  
13 \$ 100,000.00 to secure the faithful performance of his duties as the receiver.

14 IT IS FURTHER ORDERED that the Bank, post a bond in the amount of \$ 50,000.00  
15 pursuant to Code of Civil Procedure section 566(b), and a bond in the amount of \$ 200,000.00  
16 pursuant to Code of Civil Procedure section 529.

17 IT IS FURTHER ORDERED that Gordon Rush shall appear in Department 65 of this  
18 Court (Hall of Justice), located at 330 West Broadway, San Diego 92101, California on  
19 April 3, 2009, at 8:30 a.m., or as soon thereafter as the matter can be  
20 heard, and then and there to show cause, if any it has, why the Receiver should not be confirmed  
21 and why a preliminary injunction in aid of the receiver should not be issued.

22 IT IS FURTHER ORDERED that the Receiver shall have the following powers and  
23 responsibilities:

24 1. To enter, gain access, and take possession of the business premises of Gordon Rush  
25 at 9155 Brown Deer Road, Suite #1, San Diego, California 92121, and any other location from  
26 which Gordon Rush may conduct business ("Business Premises"), and to seize, manage, control  
27 and collect all of the collateral of the Bank as set forth on Exhibit 1 hereto including, but not  
28 limited to, Gordon Rush's inventory, chattel paper, accounts, equipment and general intangibles,

1 and all of Gordon Rush's books and records relating thereto, wherever located (collectively,  
2 "Collateral"), as the Receiver deems necessary for the proper liquidation of the Collateral, at its  
3 sole option.

4 2. To sell the Collateral, the Receiver is not required to comply with Sections 568.5  
5 and 701.510, et seq. of the California Code of Civil Procedure regarding the Receiver's sale of the  
6 Collateral in the ordinary course of Gordon Rush's business, and may conclude a sale of all or any  
7 portion of the Collateral out of the ordinary course of business if the Receiver has given <sup>seven (7)</sup> ~~five (5)~~  
8 days prior written notice of such sale to the parties hereto and no party has objected in writing and  
9 demanded a hearing with respect to any such sale.

10 3. To take any and all steps necessary to receive, collect, and review all mail  
11 addressed to Gordon Rush, including, but not limited to, mail addressed to each and every one of  
12 its Business Premises as set forth above and any post office boxes held in the name of Gordon  
13 Rush, and, at the Receiver's discretion, he is authorized to instruct the U.S. Postmaster to re-route,  
14 hold, and or release said mail to the Receiver. Copies of mail reviewed by the Receiver in the  
15 performance of his duties will promptly be made available for inspection to Gordon Rush upon  
16 request after review by the Receiver.

17 4. To demand, collect, and receive all monies, funds and payments arising from the  
18 Bank's Collateral.

19 5. To take possession of all bank accounts of Gordon Rush and chattel paper as they  
20 pertain to the inventory of Gordon Rush, wherever located, and to receive possession of any  
21 money on deposit in said bank accounts. The receipt by the Receiver for said funds shall  
22 discharge said bank from further responsibility for accounting to said account holder for funds for  
23 which the Receiver shall give his receipt.

24 6. To establish bank accounts at any bank the Receiver deems appropriate for the  
25 deposit of monies and funds collected and received in connection with his administration of the  
26 Receivership estate, provided that all funds on deposit are insured by an agency of the United  
27 States Government.

28 7. To execute and prepare all documents and to perform all acts, either in the name of

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6500 WILSHIRE BOULEVARD, 17TH FLOOR  
LOS ANGELES, CALIFORNIA 90048-4920

1 Gordon Rush, as it is applicable, or in the Receiver's own name, which are necessary or incidental  
2 to preserving, protecting, managing, controlling, and/or liquidating the Collateral.

3 8. To contact each of the accounts receivable debtors of Gordon Rush ("Accounts  
4 Receivable Debtors") in order to advise them not to send further accounts receivable payments to  
5 Gordon Rush and to instruct the Accounts Receivable Debtors to send any and all payments  
6 directly to the Receiver.

7 9. To compromise debts of the business and to do all things and to incur the risks and  
8 obligations of similar businesses and enterprises. ~~No risk or obligation incurred by the Receiver~~  
9 ~~shall be at the personal risk or obligation of the Receiver, but shall be the risk or obligation of the~~  
10 ~~Receivership estate.~~

11 10. To turn over to the Bank for the payment of Gordon Rush's obligations to the Bank  
12 sued upon in the Complaint the monies coming into possession of the Receiver and not expended  
13 for any of the purposes herein authorized, without further order of this Court, at the Receiver's  
14 sole discretion, subject to such further orders as this Court may hereinafter issue as to its  
15 disposition.

16 11. To employ servants, agents, employees, appraisers, guards, clerks, accountants,  
17 liquidators, auctioneers, attorneys, and management consultants to administer the Receivership  
18 estate and to protect the Collateral as he shall deem it necessary; to purchase materials, supplies  
19 and services and to pay therefore at the usual rate and prices out of funds that shall come into his  
20 possession; to pay the reasonable value of said services out of the proceeds of the estate; and that  
21 no risk or obligation incurred by the Receiver shall be at the personal risk or obligation of the  
22 Receiver, but shall be the risk or obligation of the Receivership estate.

23 12. To procure insurance on the Collateral if there is insufficient insurance coverage  
24 thereon within thirty (30) days, provided the Receiver has funds available to do so. During said  
25 30-day period, the Receiver shall not be personally responsible for claims arising or for the  
26 procurement of insurance. *If the Receiver procures such insurance, he*  
*will promptly provide evidence hereof to Gordon Rush's Counsel.*

27 13. To institute ancillary proceedings in this State or other States as is necessary to  
28 obtain possession and control of the Collateral, and to participate in any court proceedings

1 involving Gordon Rush, including, but not limited to, participation in depositions and other related  
2 proceedings. The Bank may, in its discretion, also participate in said court proceedings and  
3 related proceedings. The Receiver may engage the services of counsel if necessary. The Receiver  
4 may pay for such services from the funds of the Receivership estate.

5 14. ~~To the extent feasible,~~ <sup>Confirmation and serve</sup> The Receiver shall, within thirty (30) days of his  
6 ~~qualification~~ <sup>file</sup> in this action an inventory of all property of which he shall have taken possession  
7 pursuant to this Order and shall file periodic accountings thereafter.

8 15. Prepare periodic interim statements reflecting the Receiver's fees and  
9 administrative costs and expenses incurred for said period in the operation and administration of  
10 the Receivership estate. Upon completion of an interim statement, and the mailing of said  
11 statement to the parties' respective attorneys of record or any other designated personal agent, the  
12 Receiver shall pay from the estate funds, if any, the amount of said statement. Despite the  
13 periodic statement of Receiver's fees and administrative expenses, such fees and expenses shall be  
14 submitted to the Court for its approval and confirmation, in the form of either a noticed interim  
15 request for fees, stipulation among the parties or Receiver's final account and report.

16 16. To make application to this Court for further orders instructing the Receiver from  
17 time to time, and on due notice.

18 **TEMPORARY RESTRAINING ORDER**

19 17. Defendant Gordon Rush, its officers, directors, agents, servants, and employees,  
20 and all persons or entities acting under, or in concert with them, or for them, are ordered to do the  
21 following and are restrained and enjoined from engaging in, or performing, directly or indirectly,  
22 any or all of the following acts:

23 (a) Interfering, hindering or molesting in any way whatsoever the Receiver in the  
24 performance of the Receiver's duties herein described and in the performance of any duties  
25 incident thereto;

26 ~~(b) Failing or refusing to immediately turn over to the Receiver all premises from~~  
27 ~~which Gordon Rush conducts business;~~

28 (c) Transferring, directly or indirectly, any interest by sale, pledge, grant of security

1 interest, assignment, invoice or encumbering in any manner Gordon Rush's inventory, accounts  
2 receivable, and/or equipment, and all proceeds and products thereof;

3 (d) Moving the physical location of the inventory and/or equipment of Gordon Rush  
4 from any location where it is conducting business, and all proceeds and products thereof, from the  
5 Business Premises;

6 (e) Transferring, concealing, destroying, defacing or altering any of Gordon Rush's  
7 books and records;

8 (f) Diverting in any way any of the proceeds from Gordon Rush's accounts receivable,  
9 equipment and/or inventory;

10 (g) Causing any mail or payments by Gordon Rush's account debtors to be forwarded  
11 to any address other than 9155 Brown Deer Road, Suite #1, San Diego, California 92121, and any  
12 other existing post office box or address in the name of Gordon Rush, or otherwise interfering  
13 with or intercepting any mail intended for Gordon Rush;

14 ~~(h) Failing or refusing to immediately turn over to the Receiver the Bank's Collateral  
15 and all monies, checks, funds or proceeds relating to the Bank's Collateral, and failing to make  
16 available to the Receiver all books and records of Gordon Rush relating to the Collateral; and~~

17 ~~(i) Furthermore, Plaintiff and its officers, employees and agents, and the Receiver  
18 shall have immediate access to all the Business Premises of Gordon Rush and the books and  
19 records of the foregoing to enable plaintiff and the Receiver to review and inspect the inventory  
20 for the purposes of accounting and appraisal.~~

21 ~~IT IS FURTHER ORDERED that except by leave of this Court, during the pendency of  
22 the receivership ordered herein, Gordon Rush, and all customers, principals, investors, collectors,  
23 stockholders, lessors, and other persons seeking to establish or enforce any claim, right or interest  
24 against or on behalf of Gordon Rush, or any of its subsidiaries or affiliates, and all others acting  
25 for or on behalf of such persons, attorneys, trustees, agents, sheriffs, constables, marshals, and  
26 other officers and their deputies, and their respective attorneys, servants, agents, and employees,  
27 be and are hereby stayed from:~~

28 ~~(a) Commencing, prosecuting, continuing or enforcing any suit or proceeding against~~



1 ~~Gordon Rush, or any of its subsidiaries or affiliates, except such actions may be filed to toll any~~  
2 applicable statute of limitations;

3 (b) Commencing, prosecuting, continuing or entering into any suit or proceeding in the  
4 name or on behalf of Gordon Rush, or any of its subsidiaries or affiliates;

5 (c) Accelerating the due date of any obligation or claimed obligation, enforcing any  
6 lien upon, or taking or attempting to take possession of, or retaining possession of, any property of  
7 Gordon Rush, or any of its subsidiaries or affiliates, or any property claimed by any of them or  
8 attempting to foreclose, forfeit, alter, or terminate any of Gordon Rush's or any of its subsidiaries'  
9 or affiliates' interest in property, including, without limitation, the establishment, granting or  
10 perfection of any security interest, whether such acts are part of a judicial proceeding or otherwise;

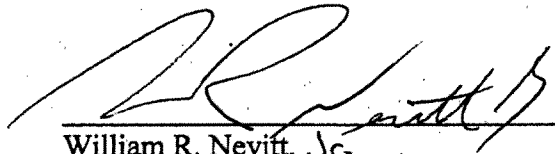
11 (d) Using self-help or executing or issuing, or causing the execution or issuance of any  
12 court attachment, subpoena, replevin, execution or other process for the purpose of impounding or  
13 taking possession of or interfering with, or creating or enforcing a lien upon any property,  
14 wheresoever located, owned by or in the possession of Gordon Rush, or any of its subsidiaries or  
15 affiliates, or the receiver appointed pursuant to this Order or any agent appointed by said receiver;  
16 and

17 (e) Doing any act or thing whatsoever to interfere with the receiver taking control,  
18 possession or management of the property subject to this receivership, or to in any way interfere  
19 with the receiver, or to harass or interfere with the duties of the receiver; or to interfere in any  
20 manner with the exclusive jurisdiction of this Court over the property and assets of Gordon Rush,  
21 or its subsidiaries or affiliates. Provided, however, nothing in this paragraph shall prohibit any  
22 federal or state law enforcement or regulatory authority from commencing or prosecuting an  
23 ~~action against Gordon Rush, or its subsidiaries or affiliates.~~

SERVICE AND BRIEFING SCHEDULE

The Application and this Order are to be served on defendant Gordon Rush, and on the defendant's counsel of record in this action (if known) no later than March 18, 2009, with proof of service to be filed in Department 65 no later than <sup>3:30</sup>~~4:00~~ p.m. on March 23, 2009. Any opposition to the confirmation of the Receiver shall be served on the Bank's counsel via <sup>personal</sup>~~overnight~~ delivery and filed in Department 65 no later than 4:00 p.m. on March 27, 2009. Any reply is to be served on defendant's counsel of record via <sup>personal</sup>~~overnight~~ delivery and filed in Department 65 no later than <sup>noon</sup>~~4:00~~ p.m. on April 1, 2009.

DATED: March 17, 2009

  
William R. Nevitt, Jr.  
JUDGE OF THE SUPERIOR COURT

FRANZEL ROBINS BLOOM & CSATO, L.C.  
6500 WILSHIRE BOULEVARD, 17TH FLOOR  
LOS ANGELES, CALIFORNIA 90048-4920

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EXHIBIT 1


All assets, including but not limited to, all present and future personal property of Grantor, also known as Debtor, Accounts (including contract rights and credit card receivables), Goods, Inventory (including raw materials, work in process and finished goods), Equipment, Fixtures and Trade Fixtures, Chattel Paper, Instruments, Documents, General Intangibles (including payment intangibles), Deposit Accounts and Collateral Control Accounts. All products and proceeds of any of the foregoing. All books and records pertaining to any of the foregoing and the equipment and software to maintain such books and records; together with the products and proceeds of any of the foregoing.

ALL TERMS USED HEREIN, IF NOT OTHERWISE SPECIFICALLY DEFINED, SHALL HAVE THE MEANING ASCRIBED THERETO BY THE CALIFORNIA UNIFORM COMMERCIAL CODE AS SUCH CODE MAY BE AMENDED OR REPLACED FROM TIME TO TIME.

In addition, the word "Collateral" also includes all of the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All produced (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**GORDON RUSH TRADEMARKS AND APPLICATIONS**

<u>App No.</u>	<u>Reg No.</u>	<u>Title</u>	<u>Status</u>	<u>Country</u>	<u>Reg Date</u>
78979895	3416291	ASTON GREY SPORT	REGISTERED	USA	4/22/2008
78979893	3416290	ASTON GREY COLLECTION	REGISTERED	USA	4/22/2008
78637853		VERTIGO PROJECT	DEAD	USA	
78621387		ASTON GREY SPORT	DEAD (08-24)	USA	
78621381	3544978	ASTON GREY COLLECTION	DEAD (08-24)	USA	12/9/2008
77975999	3450720	GORDON RUSH	REGISTERED	USA	6/17/2008
77975480	3442125	STRAY DOG	REGISTERED	USA	6/3/2008
77975479		MARCO VITTORIO	REGISTERED	USA	
					
77583411		GR	DEAD	USA	
77423489		GR GORDON RUSH	PENDING	USA	
77423477		CANPIONE	PENDING	USA	
77122613		MARCO VITTORIO	DEAD	USA	
77102654		STRAY DOG	DEAD	USA	
77051945		RUSH GORDON RUSH	DEAD	USA	
77051943		GORDON RUSH	PENDING	USA	
77051941		RUSH GORDON RUSH	PENDING	USA	
76350276	2697416	RUSH GORDON RUSH	REGISTERED	USA	3/18/2003
<b><u>75417585</u></b>	<b><u>2273047</u></b>	<b><u>GORDON RUSH</u></b>	<b><u>LIVE</u></b>	<b><u>USA</u></b>	<b><u>8/24/1999</u></b>
4817069		GORDON RUSH	PENDING	CN	
4817068		RUSH GORDON RUSH	PENDING	CN	
5771151		GORDON RUSH	PENDING	CN	
5771150		GORDON RUSH	PENDING	CN	
5771149		GORDON RUSH	PENDING	CN	
5771168		GORDON RUSH	REGISTERED	CN	10/14/2009
5536826	5536826	GORDON RUSH	PENDING	CN	
2551992	2551992	RUSH GORDON RUSH	REGISTERED	EU	12/7/2007
2552412	2552412	GORDON RUSH	REGISTERED	EU	5/20/2003
2007-009392	5114610	GORDON RUSH	REGISTERED	EU	3/17/2003
2002-000440	4604770	RUSH GORDON RUSH	REGISTERED	JP	2/29/2008
2001-108812	4599929	GORDON RUSH	REGISTERED	JP	9/13/2002
40-2005-0033566	679486	RUSH GORDON RUSH	REGISTERED	JP	8/30/2002
40-2005-0033565	679484	GORDON RUSH	REGISTERED	KR	9/22/2006
			REGISTERED	KR	9/22/2006