

07-10-1998

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FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

LY men 6-15-98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
JEFFREY T. SHAFER

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

Add'l name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: SHAFER BOWERS CORPORATION
Internal Address: _____
Street Address: 715 South Lamar Street
City: Los Angeles State: CA ZIP: 90031
 Individual(s) citizenship ____
 Association _____
 Limited Partnership ____
 Corporation - State California
 Other: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 9, 1998

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional numbers attached? Yes No

B. Trademark Registration No.(s) 1,771,576

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Norman Zafman, Esq.
Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
Street Address: 12400 Wilshire Boulevard
Seventh Floor
City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

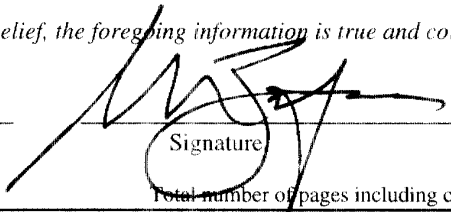
8. Deposit account number:
02-2666

07/10/1998 DMUYEN 00000036 1771576

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9. 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.

Norman Zafman, Esq.  June 10, 1998
Signature Date

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

ASSIGNMENT OF TRADEMARKS

AND

**THE UNITED STATES AND FOREIGN REGISTRATIONS
(AND PENDING REGISTRATIONS) THEREOF**

WHEREAS, Jeffrey T. Shafer, an individual residing at 4906 Strohm Avenue, North Hollywood, California 91601 ("ASSIGNOR"), acquired, adopted and used, and thereby, owns all rights, title and interests in and to the trademarks and United States and the foreign Registrations thereof, and United States and foreign applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks", "Registrations" and "Applications", respectively), along with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, Shafer Bowers Corporation, a corporation formed under the laws of the State of California, having a principal place of business at 715 South Lamar Street, Los Angeles, California 90031 ("ASSIGNEE"), is desirous of acquiring the entire rights, title and interest in and to the Marks, Registrations and Applications identified in Exhibit A and the goodwill associated with the Marks, and ASSIGNOR is willing to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the Marks, Registrations and Applications identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, and any and all other trademarks, service marks and trade names heretofore used by ASSIGNOR anywhere, whether registered or not, and the attendant goodwill symbolized thereby, the same to vest in ASSIGNEE immediately.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Marks and the goodwill associated therewith, the Registrations thereof and the Applications relating thereto; (ii) the Registrations thereof were not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code, or any provision of the trademark laws of any foreign jurisdiction; (iii) the United States Registrations thereof are not the subject of any cancellation proceedings in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Marks; (v) it is not aware of any third party who has asserted a claim of any ownership right, title and interest in the Marks, the Registrations and/or Applications, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Marks, Registrations and/or Applications which would be breached or otherwise violated by the foregoing assignment of the Marks, Registrations and Applications. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office and with the trademark offices in the other countries in which Registrations have been granted and/or the Applications are pending, so as to establish ASSIGNEE as owner of record of the Marks, Registrations and Applications, as the case may be.

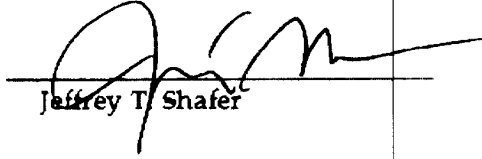
ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever; (ii) provide whatever information may be required to carry out the terms and intent of this Assignment; and (iii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office and the trademark offices in said other countries, whereby ASSIGNEE's ownership of the Marks, Registrations and Applications is duly made of record in the United States Patent and Trademark Office and in the trademark offices of said other countries.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

("ASSIGNOR")

Dated: JUNE 9, 1998

By:


Jeffrey T. Shafer

UNITED STATES REGISTRATION

Trademark	Registration and Class	Registration Date
B.C. ETHIC	1,771,576 International Class 25	May 18, 1993

FOREIGN REGISTRATIONS

Trademark	Country	Registration and Class	Registration Date
B.C. ETHIC	Canada	440,121 International Class 25	March 3, 1995
B.C. ETHIC	Germany	395048540 International Class 25	January 10, 1996
B.C. ETHIC	Japan	3185501 International Class 18	August 30, 1996

EXHIBIT A

06/04/98 - NZ/jg

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Invoice No.: 212330

TRADEMARK

RECORDED: 06/15/1998

REEL: 1750 FRAME: 0696