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

1. Name of conveying party(ies) 
 James Nowell
 5574 Bayshore Walk
 Long Beach CA 90803.
 11-09-1998
 U.S. Patent & TMO/c/TM Mail Rcpt Dt. #61

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

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

Name and address of receiving party(ies):
 Name: Troy Nowell and Jakob Nowell
 Internal Address:
 Street Address: 5574 Bayshore Walk
 City: Long Beach State: CA ZIP: 90803
 Individual(s) citizenship CA
 Association _____
 Limited Partnership _____
 Corporation - State _____

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

Execution Date: November 4, 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)
75/335,784
 Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Dax Alvarez
 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: 2

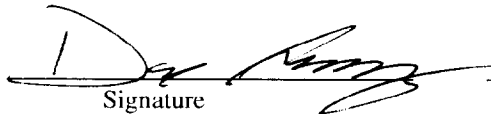
7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-2666

DO NOT USE THIS SPACE

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.

DAX ALVAREZ
 Dax Alvarez


 Signature

11/4/98
 Date

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

ASSIGNMENT OF TRADEMARK

AND

THE UNITED STATES APPLICATION FOR REGISTRATION THEREOF

WHEREAS, James A. Nowell, a U.S. citizen, having a residence at 5574 Bayshore Walk, Long Beach, California 90803 (hereinafter called the "Assignor"), is the owner of the United States application for registration of the mark SUBLIME for posters, books related to music, calendars, decals, and stickers in International Class 16; and clothing, namely t-shirts, shirts, sweat shirts in International Class 25, namely Serial No. 75/335,784; filed August 4, 1997 (hereinafter "Mark" or "Application");

AND, WHEREAS, Troy Nowell and Jakob Nowell, United States citizens, having a residence at 5574 Bayshore Walk, Long Beach, California 90803 (hereinafter called the "Assignee") are desirous of acquiring from said Assignor the entire right, title and interest in and to the trademark SUBLIME together with the goodwill of the business pertaining thereto, and the Assignor is willing to assign the SUBLIME trademark and associated goodwill and the noted United States application for registration 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 Mark and Application, and the attendant goodwill symbolized by the Mark.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Mark and the goodwill associated therewith and the Application thereof; (ii) the Application thereof was not filed 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 Application thereof is not the subject of any opposition proceedings in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Mark; and (v) 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 Mark and/or Application which would be breached or otherwise violated by the foregoing assignment of the Mark and Application. In this connection, ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth herein.

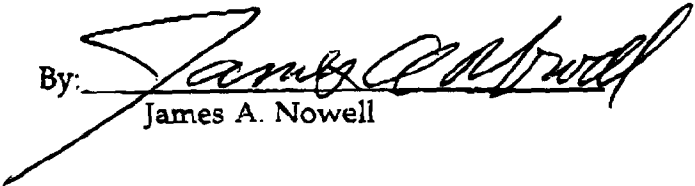
ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Mark and Application.

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, whereby ASSIGNEE's ownership of the Mark and Application is duly made of record in the United States Patent and Trademark Office.

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

("ASSIGNOR")

Dated: November 4, 1998

By: 
James A. Nowell