



REC 04-15-1999



Docket No.:
WZV-67864

04-05-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #34

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Tab sett
To the

U.S. Department of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CMG, Inc.

A.S.99

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

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **Chazz Acquisition LLC.**

Internal Address: _____

Street Address: **3151 East Washington Boulevard**

City: **Los Angeles** State: **CA** ZIP: **90023**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **a Delaware limited liability company**

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **March 23, 1999**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
1,765,285

Additional numbers attached? Yes No

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

Name: **Peter Menard**

Internal Address: **Sheppard, Mullin, Richter & Hampton LLP**

Street Address: **333 South Hope Street**

48th Floor

City: **Los Angeles** State: **CA** ZIP: **90071**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

04/14/1999 VERBOM 00000104 1765285
 01 FC:481 40.00 DP
 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.

Peter Menard *Peter M. Menard* **3-29-99**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 3

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") made as of the twenty-third day of March, 1999 by and between CMG, Inc., a California corporation ("Assignor"), and Chazzz Acquisition, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of (i) the trademark "Chazzz," together with (a) any derivative or variation thereof that might create the impression to the reasonable consumer that the products thus marked are manufactured or distributed by, or otherwise associated with, a single business enterprise and (b) any applications, registrations, filings, renewals and extensions relating thereto including, without limitation, U.S. Registration No. 1,765,285 for "Chazzz by Charles Ghailian" and Design issued April 13, 1993 (collectively, the "Mark"), and (ii) the goodwill associated therewith (the "Goodwill"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Mark and the Goodwill.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest in and to the Mark, together with (i) the Goodwill, (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark, and (iii) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

2. Assignor further conveys, transfers, assigns, delivers, and contributes to Assignee all rights in the trade dress, labels, and designs associated with the Mark.

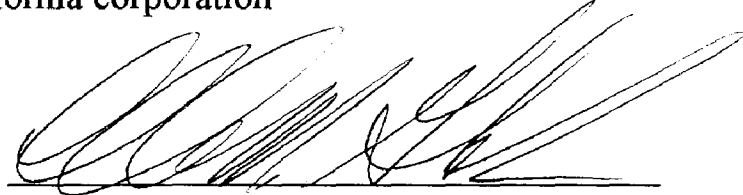
3. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, as of the day and year first above written.

"Assignor"

CMG, Inc.,
a California corporation

By

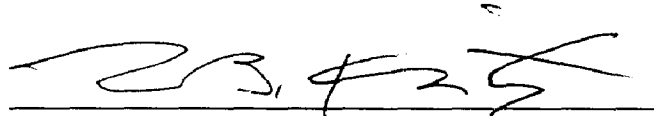


Its: _____

"Assignee"

CHAZZZ, L.L.C.,
a Delaware limited liability company

By



Its: V.P.