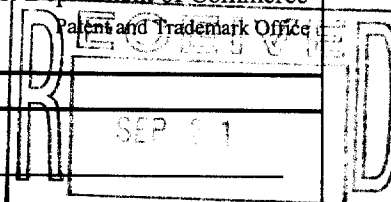


09-22-1999



U.S. Department of Commerce
Patent and Trademark Office

101151679



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

1. Name of conveying party(ies)
Malcolm Boyd

MUD
9-21-99

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

Additional name(s) of conveying Party(ies) attached?
 Yes No

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

Execution Date: August 25, 1999

2. Name and address of receiving party(ies):
Name: 20th Century Industries
Internal Address:
Street Address: 6301 Owensmouth Avenue
City: Woodland Hills State: CA Zip: 91367

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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): 75/454707 B. Trademark Registration No.(s):
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:
Name: Mandy Robertson-Bora
Internal Address: Gibson, Dunn & Crutcher LLP
Suite 4000
Street Address: 2029 Century Park East
City Los Angeles State CA Zip 90067

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:
(Attach duplicate copy of this page if paying by deposit account)

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.

Mandy Robertson-Bora Mandy Robert - Bora September 14, 1999
Name of Person Signing Signature Date

09/22/1999 DNGUYEN 00000017 75454707 Total number of pages including cover sheet, attachments and document: 2

OMB No. 0651-0011 40.00 DP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

CA992570.002/-1+

TRADEMARK
REEL: 001962 FRAME: 0291

ASSIGNMENT OF TRADEMARK

The undersigned, Malcolm Boyd ("Assignor"), has alleged he is the owner of the trademark "21ST CENTURY INDUSTRIES" (the "Mark"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, conveys, grants and transfers to 20th Century Industries, a California corporation, and its successors and assigns ("Assignee"), in perpetuity, all right, title and interest of Assignor and his affiliates throughout the universe in and to the Mark, along with any and all of the goodwill associated with and represented and symbolized by the Mark, including all rights under Application Serial Number 75/454707 filed with the U.S. Patent and Trademark Office.

Assignor hereby grants and agrees that Assignee may obtain or cause to be obtained registrations of the Mark and renewals thereof in the United States, any State thereof and throughout the world, whether or not referred to herein, in Assignee's name as trademark proprietor, and hereby assigns to Assignee any and all rights which Assignor may have during any and all original and renewal terms of the Mark, throughout the world, including, without limitation, all causes of action for any and all infringement of the rights being assigned hereby and the right to retain the proceeds from such infringement claims. Assignee is hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any nature under or concerning the Mark, and any applications, registrations and renewals thereof, in its own name as trademark proprietor.

Assignor agrees to take such further actions and execute and deliver such additional documents as Assignee may reasonably request from time to time in order to effectuate the foregoing.

Dated as of: 8/25/99

ASSIGNOR:


Malcolm Boyd

CA992310.034/-1+