

05-04-2000



101345645

APR 14 AM 11:14

4.14.00 OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

05/04/2000 DCORATES 00000144 75431047

01 FC:481
02 FC:482

40.00 OP
75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 002066 FRAME: 0289

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75431049"/>	<input type="text" value="75431028"/>	<input type="text" value="75448788"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2222666"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

MICHAEL K. CANTWELL

Name of Person Signing

Signature

4/13/00

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made as of the 3rd day of September, 1999, from **Midnight Oil Corporation, a/k/a Midnight Oil Corporation, Inc.**, a corporation organized under the laws of the State of Florida having a place of business at 21 East 63rd Street, New York, New York 10021 (hereinafter referred to as "Assignor"), to **Midnight Oil Company, LLC**, a limited liability company organized under the laws of Delaware having a place of business at 21 East 63rd Street, New York, New York 10021 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of record of the trademark(s) and/or service mark(s) and/or the trademark and/or service mark registration(s) and/or application(s) identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks"); and

WHEREAS, Assignee is acquiring from Assignor the entire business to which the Trademarks pertain; and

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Trademarks in the United States and all appropriate jurisdictions, if any, outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the Secretaries of State and/or other appropriate empowered officials of the relevant States and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee communicate to Assignee any facts relating to the Trademarks known to Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

Midnight Oil Corporation, a/k/a Midnight Oil Corporation, Inc.

By: [Signature]
Name: Scott Gerber
Title:

STATE OF _____ }
 } ss:
COUNTY OF _____ }

Before me, the undersigned, a Notary Public of the State of Ny, personally appeared Scott Gerber, having been sworn by me according to law did depose and say he was the officer of Midnight Oil Corporation, Inc. (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this 3rd day of September, 1999.

Katherine Scovin

KATHERINE M. SCOVIN
NOTARY PUBLIC, State of New York
No. 01SC6017031
Qualified in Kings County
Commission Expires December 7, 2000

Schedule A

**Trademarks and/or Service Marks and/or Registrations and/or Applications
Therefor**

<u>Mark</u>	<u>Federal or State Registration No./ Application No.</u>	<u>Federal or State Registration Date/ Filing Date</u>
SKYBAR	2,222,666 (U.S.)	2/9/99
WHISKEY PARC	75/431,049 (U.S.)	2/9/98
WHISKEY BLUE	75/431,028 (U.S.)	2/9/98
WHISKEY PARK	75/448,788 (U.S.)	3/12/98
SKYBAR	48,984 (California)	12/24/97