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

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IB No 0551-0011 (exp. 4/94)

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Tab settings

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

1. Name of conveying party(ies):

THUNDER PRODUCTIONS

- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date:

2. Name and address of receiving party(ies)

Name: DANA EDWARD ZACUTO

Internal Address:

Street Address: 2375 EAST TROPICANA

City: LAS VEGAS State: NV ZIP: 89119 #116

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other

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 patent number(s):

A. Trademark Application No.(s)

1,333,170

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: DANA ZACUTO

Internal Address:

Street Address: 2375 E TROPICANA
SUITE 116 LAS VEGAS NV

City: State: ZIP: 89119

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to deposit account

+ CERTIFIED COPY \$25

8. Deposit account number:

TOTAL \$65.00

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

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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.

DANA EDWARD ZACUTO

Name of Person Signing

[Handwritten Signature]

Signature

7/5/2000

Date

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

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

AGREEMENT

This AGREEMENT, is effective on the 25th day of April, 1988, between DANA ZACUTO, an individual, hereinafter referred to "ZACUTO", and THUNDER PRODUCTS, INC., d.b.a. as PLAYERS PRODUCTS, INC., hereinafter referred to as "PLAYERS".

WITNESSETH:

WHEREAS, ZACUTO has for many years offered for sale and sold throughout the United States guitars, guitar strings, guitar bodies, and guitar necks under the trademark "J.B. PLAYER"; and

WHEREAS, PLAYERS has for many years offered for sale and sold throughout the United States guitar strings, drumsticks, picks for stringed instruments, and band instrument accessories under the trademark "PLAYERS"; and

WHEREAS, PLAYERS is the owner of Federal Registration No. 1,333,170 on its mark "PLAYERS" for said goods; and

WHEREAS, ZACUTO has filed a petition (Cancellation Proceeding No. 15,411) to cancel said Registration No. 1,333,170 owned by PLAYERS; and

WHEREAS, ZACUTO has filed an action against PLAYERS PRODUCTS, INC., Tony LaLonde, and Lee Frey in the Superior Court of the State of California, for the County of Los Angeles, alleging unfair competition, Case No. NWC 19286; and

WHEREAS, ZACUTO and PLAYERS desire to resolve and settle for all time Cancellation No. 15,411, the action filed in said Superior Court of the State of California, for the County of Los Angeles, Case No.

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NWC 19286, and any and all other controversy in this matter that may exist between them.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertaking's hereinafter set forth, the Parties hereto agree as follows:

1. PLAYERS does hereby sell, assign, and transfer unto ZACUTO, his successors and assigns, the entire title, interest, and right in and to the trademark "PLAYERS", Registration No. 1,333,170, and the goodwill symbolized by said trademark "PLAYERS".

2. ZACUTO does hereby grant to PLAYERS an exclusive, irrevocable right and license to use said mark "PLAYERS" for guitar strings, drums and drum accessories, picks for stringed instruments, band instruments, and band instrument accessories, in the United States and in any country foreign thereto, and ZACUTO agrees not to use the mark "PLAYERS".

3. ZACUTO agrees to dismiss with prejudice the Cancellation Proceeding No. 15,411 and the lawsuit NWC 192886. PLAYERS through its attorneys agrees to prepare such dismissal papers. ZACUTO agrees to sign and file, in a timely manner and without delay, and with any required fees, such dismissal and cancellation papers with the PTO and the Superior Court of the State of California for the County of Los Angeles.

4. ZACUTO agrees that he will not take any legal action in any court, anywhere in the world, against PLAYERS arising out of the use by PLAYERS of the mark "PLAYERS" as applied to guitar strings, drums and drum accessories, picks for stringed instruments, band instruments, and band instrument accessories.

5. PLAYERS agrees not to sell guitars, guitar

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bodies, or guitar necks, under the trademark PLAYERS.

6. This AGREEMENT shall inure to the benefit of and shall be binding upon each of the Parties hereto, their respective heirs, legal representatives, administrators, and successors in interest or assigns.

7. PLAYERS strongly recommends that any papers to be submitted to ZACUTO under this AGREEMENT be first submitted to his legal counsel, Jack Janofsky, Esq. However, ZACUTO has from time to time insisted on receiving such papers directly and on representing himself.

8. ZACUTO agrees that attorneys for PLAYERS are not Parties to this AGREEMENT and that no attorney/client relationship is created by this AGREEMENT with the attorneys for PLAYERS, and that no attorney/client relationship will be implied by any actions conducted pursuant to this AGREEMENT with the attorneys for PLAYERS.

9. The Parties hereby mutually agree that use of the mark "PLAYERS" by the assignor PLAYERS shall inure to the benefit of Zacuto, and that Zacuto shall complete and timely file any documents required to maintain the trademark in force under Section 8, Section 15, and for renewal as long as the mark "PLAYERS" is in use by PLAYERS. ZACUTO agrees that should he fail to file such documents as required to maintain said mark in force, that damages would be too difficult to calculate, and hence ZACUTO agrees to pay liquidated damages in the amount of \$10,000.00 should he fail to file such documents.

10. The Parties agree that this AGREEMENT supercedes all previous agreements between the

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Parties, and that all such previous agreements between the Parties are hereby null and void.

11. ZACUTO on the one hand, and Thunder Products, Inc. on the other hand, for themselves and for their respective officers, shareholders, directors, general partners, limited partners, agents, employees, predecessors, heirs, successors, attorneys, assigns, parent corporations, subsidiary corporations and affiliated companies, do hereby mutually release and forever discharge each other, and all of their respective officers, shareholders, directors, general partners, limited partners, agents, employees, predecessors, successors, attorneys, assigns, parent corporations, subsidiary corporations and affiliated companies of and from any and all claims, of every nature and kind whatsoever, to the date hereof, including, without limitation, claims for debts, liabilities, costs, attorneys fees, actions, suits at law or equity, demands, contracts, expenses, damages, whether general, special, punitive, exemplary, contractual or extra-contractual, and causes of action, of any kind or nature, which either of the foregoing Parties giving such release may now or hereafter have or claim to have against either of the foregoing Parties for whose benefit this release is given, except only for the obligations undertaken in this AGREEMENT. The Parties hereto and each of them, upon advice of their respective counsel, specifically and fully waive any right or benefit available in any capacity under the provisions of Section 1542 of the California Civil Code.

13. This AGREEMENT contains the entire

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understanding and agreement between the Parties hereto with respect to the matters referred to herein. No other representations, covenants, undertaking or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties hereto. Each Party to the AGREEMENT acknowledges that it has not executed this AGREEMENT in reliance on any such promise, representation or warranty.

14. This AGREEMENT shall not be modified by any oral representation made before or after the execution of this AGREEMENT, all modifications must be in writing and signed by the Parties, and by each of them.

15. Each Party warrants that it has read this AGREEMENT and that they are fully aware of the consequences of this AGREEMENT and its legal effect. This AGREEMENT shall not be construed against the party preparing it but shall be construed as if both Parties, and each of them, jointly prepared it.

16. If any portion or provision of this AGREEMENT is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this AGREEMENT, which remaining portion or provisions shall be unaffected.

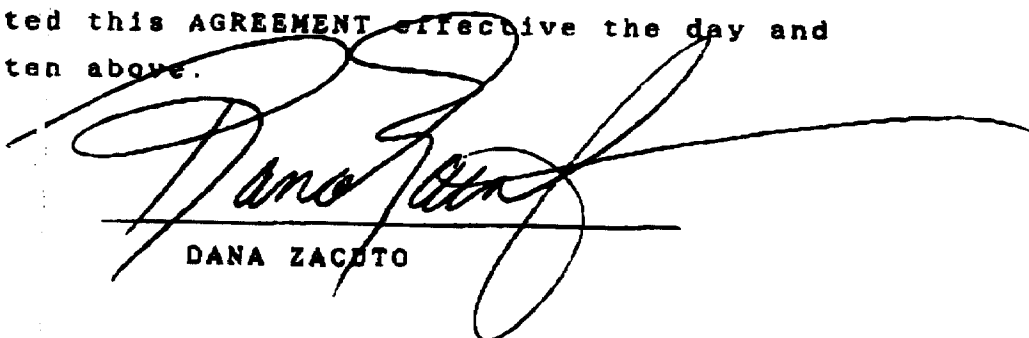
17. Each Party hereto represents and warrants to the other Party that it has authorized the signatory hereto to enter into this AGREEMENT and execute the same in the name and on behalf of the Party, and that the signatory has the power and authority to bind the

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Party and that each Party is executing this AGREEMENT in reliance upon the apparent authority of the officers executing this AGREEMENT on behalf of the Parties.

EACH OF THE UNDERSIGNED HAS READ THE FOREGOING AGREEMENT AND CONSULTED WITH HIS OR ITS ATTORNEYS CONCERNING ITS CONTENTS AND CONSEQUENCES.

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this AGREEMENT effective the day and year first written above.



DANA ZACUTO

THUNDER PRODUCTS, INC.



by TONY LALONDE, Vice President