

05-22-2000



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<b>Submission Type</b> <span style="float: right;">4.28.00</span>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text"/>
		<input type="checkbox"/> Merger	<input type="checkbox"/> Change of Name
		<input type="checkbox"/> Other	<input type="text"/>

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date Month Day Year

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK  
REEL: 002076 FRAME: 0031

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2196869"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.) #

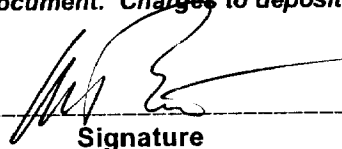
Deposit Account Number: #

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.

Alexander Barthet, attorney  
Name of Person Signing



Signature

7/20/00  
Date Signed


**ASSIGNMENT OF RIGHTS**

This Agreement made this 24 day of April, 2000, by and between PJ Birds, Inc. ("Assignor") and Parrot Jungle and Gardens Limited, Inc. ("Assignee").

Now therefore, in consideration of the mutual terms, conditions and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Assignor and Assignee agree as follows:

1. "Property," as used herein shall be the PARROT JUNGLE trademark filed in and with the United States Patent and Trademark Office (USPTO) on November 1, 1995 (11/1/1995) and having a registration number of 2196869 and any and all goodwill associated with the trademark.
2. Assignor hereby assigns, grants, transfers, sets over and delivers to Assignee, its successors and assigns, all right, title and interest in the Property. This Assignment shall be exclusive and complete and include, but not limited to, the unlimited and exclusive right to copy, use, distribute, import, export, market, improve, and sue for the infringement of, and sell the Property. Assignor shall not have any right, title or interest remaining in the Property or any right, title, or interest in additional compensation.
3. The Assignor shall execute and deliver to the Assignee such instruments of transfer and take such other action that the Assignee may reasonably request, including, but not limited to, executing and filing, at the Assignee's expense, trademark applications, copyright applications, patent applications, assignments and other documents required for the protection of the Assignee's exclusive right, title, and interest to the Property.
4. This Agreement shall be enforced under and construed in accordance with the laws of the State of Florida (without regard to its conflict of laws principles) and adjudicated in a court of competent jurisdiction in Miami-Dade County, Florida.
5. Both Assignor and Assignee have read the entire Agreement and agree to all the terms and conditions contained herein. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to such subject matter.

Assignee (Parrot Jungle and Gardens  
Limited, Inc.)



Sign, Title, Print

B. M. Levine

Assignor (PJ Birds, Inc.)



Sign, Title, Print

B. M. Levine