

11-20-2000



101521632
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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

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

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

11/20/2000 DNGUYEN 00000305 1824236

FOR OFFICE USE ONLY

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40.00 DP

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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: 002179 FRAME: 0531

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

<input type="text" value="1824236"/>	<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.

Ricki Knapp
Name of Person Signing

Ricki Knapp
Signature

11/16/00
Date Signed

AGREEMENT TO TRANSFER ASSETS AND FOR SETTLEMENT OF DEBT

This Agreement To Transfer Assets And For Settlement Of Debt (the "Agreement") is dated as of March 31, 1998, by and between RKCO, Inc. ("RKCO") and Ricki Knapp ("KNAPP") (collectively, the "Parties").

In consideration of the foregoing facts and mutual promises set forth herein, the Parties agree as follows:

1. RKCO owns various assets in connection with the business of distributing and selling the Palm Pak, as more specifically defined below (the "Business").

2. As of the date of the Agreement, RKCO's only indebtedness is to KNAPP for shareholder loans in the principal amount of \$[REDACTED] (the "Debt"). *

3. Subject to the terms and conditions of the Agreement, RKCO desires to transfer and KNAPP desires to acquire all of the assets and inventory of RKCO in consideration of the cancellation of the Debt.

4. On the terms hereinafter set forth, RKCO hereby agrees to sell, convey, assign, transfer and deliver, and cause to be sold, conveyed, assigned, transferred and delivered to KNAPP, and KNAPP hereby agrees to acquire all right title and interest of RKCO in and to the following assets, as hereinafter defined (the "Assets").

5. The Assets shall consist of all of the following, to the extent that any of the following relates to the Palm Pak or the Business and was owned, leased, licensed or indentured by RKCO as of the date of the Agreement.

A. Palm Pak: The Palm Pak consists of (i) a product developed by RKCO which is used to secure a portable audio device in the palm of one's hand; (ii) intellectual property related thereto, namely a design patent (U.S. Patent No. Des 345,646) and a registered trademark (U.S. Trademark Registration No. 1824346); and (iii) various design materials and packaging for the product (collectively, the "Palm Pak").

B. Inventory: All of the merchantable inventory of the Palm Pak.

C. Operating Assets: Copies of customer and supplier lists, customer and supplier records, and other information related to the Palm Pak.

D. Other Assets:

(i) All computers and related software and hardware used by RKCO.

(ii) All books and records regarding the Palm Pak or the Business.

(iii) All sales and promotional materials related to the Palm Pak or the

Business.

(iv) Any cash, deposits, refunds, claims, recoveries, litigations, causes of action, judgments or other unliquidated assets attributable to the Palm Pak or the Business.

(v) All contracts, purchase orders, sales orders, agreements and understandings (and benefits arising therefrom), claims of Seller against any third party, licenses, permits and rights of any nature whatsoever relating to the Palm Pak or the Business.

6. Upon transfer of the Assets, the Debt shall be canceled.

*Redacted for Public Filing

7. The Parties agree to cooperate with each other as is necessary to carry out the extent of the Agreement.

RKCO, Inc.

Ricki Knapp

By: Ricki Knapp

Ricki Knapp

Its: President

An Individual