

12-22-2000



FORM PTO-1594

RECOF

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

TI

101558787

Patent and Trademark Office

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

1. Name of conveying party(ies):

**Kip J. Lytle and Belinda B. Ware Lytle  
d/b/a LytleWare Enterprises**

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

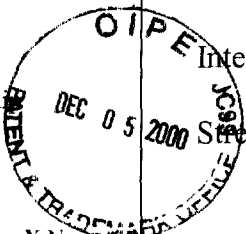
Additional name(s) of conveying party(ies) attached?    Yes X No

2. Name and address of receiving party(ies):

Name: **Bloch Retail, Inc.**

Internal Address: n/a *12-5-00*

Street Address: **1170 Trademark Drive  
Reno, Nevada 89511**



3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other

Execution Date: October 15, 1998

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-Nevada  
 Other

Domestic Representative Designation Required?    Yes X No  
 Additional name(s) and address(es) attached?    Yes X No

4. Application/Registration number(s) or patent number(s):

If this document is being filed together with a new application, the execution date is : n/a

E. Trademark Application No.(s)

B. Trademark Registration No(s):

**1,908,605**

Additional numbers attached?    Yes X No

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

Name: **Andrew D. Price  
Venable, Baetjer, Howard & Civiletti, LLP  
1201 New York Avenue, N.W., Suite 1000  
Washington, DC 20005-3917  
Telephone: 202-962-4800  
Facsimile: 202-962-8300**

6. Total number of applications/registrations involved: **1**

7. Total Fee (37 CFR 3.41) **\$40.00**  
 Enclosed  
 Authorized to be charged to deposit account, including deficiencies

8. Deposit Account number: **22-0261**

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

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.*

Andrew D. Price      *ALDA*      December 5, 2000  
 Name of person signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: **6** (see \* below)

Attorney Docket No.: **37287-164753 (gen.)**      DC2DOCS1/253961(05)

**\*Including duplicate copy of this page and assignment documents**

**TRADEMARK  
REEL: 002197 FRAME: 0929**

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is entered into as of October 15, 1998, by and between Kip J. Lytle and Belinda B. Ware Lytle d/b/a LytleWare Enterprises in the State of South Dakota ("Assignor"), and Block Retail, Inc., a Nevada corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of October 15, 1998 (the "Asset Purchase Agreement"), providing for, among other things, the sale by Assignor of the Assets to Assignee; and

WHEREAS, in conjunction with such sale, Assignor desires to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademarks, the Business Names and the Goodwill which form part of the Assets.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and in the Asset Purchase Agreement, the parties hereby agree as follows:

1. Definitions. Capitalized terms used without definitions in the text of this Assignment shall have the same meanings ascribed to such terms in the Asset Purchase Agreement.

"Trademarks" shall mean all trademarks, trademark applications, service marks, service mark applications, brand name, the Business Names, trade and other names (either registered, common law or registration applied for), any and all proprietary appearance of any product, packaging or outlet, logos, slogans and similar rights owned by Assignor that are part of the Assets, together with the goodwill pertaining thereto, whether within or outside the United States of America, including but not limited to those listed on Exhibit A hereto.

2. Assignment. In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, for valuable consideration received, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in the Trademarks and their registration, together with the Business Names and the Goodwill.

3. Effect of Assignment. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect the rights of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

4. Execution in Counterparts. For the convenience of the parties, this Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

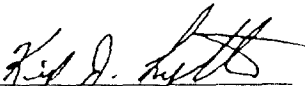
5. Amendment; Waiver. Any term or provision of this Assignment may be amended only by a writing signed by Assignor and Assignee. The observance of any term or provision of this Assignment may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound by such waiver. No waiver by a party of any breach of this Assignment will be deemed to constitute a waiver of any other breach or any succeeding breach.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

LYTLEWARE ENTERPRISES

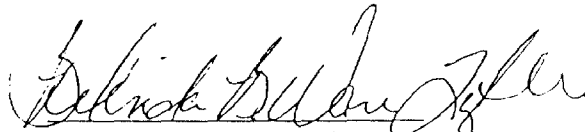
BLOCH RETAIL, INC.

  
\_\_\_\_\_  
Kip J. Lytle

By: \_\_\_\_\_

Name:

Title:

  
\_\_\_\_\_  
Belinda B. Ware Lytle

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LYTLEWARE ENTERPRISES

BLOCH RETAIL, INC.

\_\_\_\_\_  
Kip J. Lytle

By: David Wilkefel  
Name: David Wilkefel  
Title: CEO

\_\_\_\_\_  
Belinda B. Ware Lytle

**EXHIBIT A**

**Business Names**

LytleWare Enterprises  
Lytle Ware Enterprises  
Lytleware Enterprises

**Registered Trademark**

**LYTLEWARE:** Registration No. 1,908,605  
Registered in the United States Patent and Trademark Office on August 1, 1995.

**Coverage:** Knit dancewear and garments, namely, shirts, tights, leotards,  
sweaters, leggings, bodysuits, skirts and shorts.

**Registered in**

**Name of:** Kip Lytle d/b/a Lytleware Enterprises, 12553-A East Pacific Circle,  
Aurora, CO 80014