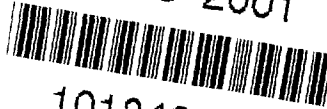


9-501

09-13-2001



101840374
RECORDATION

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
Effective Date
Month Day Year

Change of Name

Other

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

09/13/2001 LNUELLER 00000067 1917769

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

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: 002365 FRAME: 0378

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="1,917,769"/>	<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.

Jill M. Pietrini

9-3-01

Name of Person Signing

Signature

Date Signed

PLEASE CONFORM ORIGINAL FILED

DEC X 6 1994 LOS ANGELES SUPERIOR COURT

1 FRANDZEL & SHARE
2 A Law Corporation
3 6500 Wilshire Blvd.
4 Seventeenth Floor
5 Los Angeles, CA 90048-4920
6 (213) 852-1000

7 Attorneys for Plaintiff
8 THE TOKAI BANK, LTD., LOS ANGELES AGENCY

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF LOS ANGELES

11 THE TOKAI BANK, LTD., LOS)
12 ANGELES AGENCY, a California)
13 corporation.)

14 Plaintiff,)

15 v.)

16 DAK INDUSTRIES, INC., a)
17 California corporation; and)
18 DOES 1 through 25, inclusive,)

19 Defendants.)

CASE NO.: BC 117601

STIPULATION FOR IMMEDIATE APPOINTMENT OF RECEIVER AND PRELIMINARY INJUNCTION

ORDER THEREON

TRIAL DATE: 4/31/95

20 Based, *inter alia*, upon the default of defendant DAK
21 Industries, Inc. ("DAK") on its obligations to Plaintiff The
22 Tokai Bank, Ltd., Los Angeles Agency ("Bank") under the
23 Revolving Credit, Letter of Credit and Acceptance Agreement
24 dated August 17, 1987, and its amendments, and its obligations
25 to the Bank under the promissory notes dated August 17, 1987,
26 and July 1, 1991, in the principal amounts of \$14,000,000.00
27 and \$3,000,000.00, respectively, which the Bank contends have
28 an aggregate outstanding, unpaid principal balance of

FRANDZEL & SHARE
A Law Corporation
6500 Wilshire Boulevard
Seventeenth Floor
LOS ANGELES, CALIFORNIA 90048
Telephone (213) 852-1000

1 \$4,392,479.50, the parties hereto stipulate and agree as
2 follows:

3
4 STIPULATION AND APPOINTMENT OF RECEIVER

5
6 1. Michael D. Myers be, and he is hereby appointed
7 Receiver in this action, subject to the condition that before
8 entry upon his duties as a Receiver, he shall take the oath and
9 file a bond with a surety thereon approved by this Court in the
10 sum of \$10,000.00 to secure the faithful performance of his
11 duties as the Receiver.

12
13 2. The Bank shall file with the Court an undertaking
14 in the amount of \$1,500.00.

15
16 3. DAK hereby waives the statutory requirement that
17 there be a hearing to confirm the appointment of the Receiver.

18
19 4. The Receiver may immediately take possession of
20 the Bank's Collateral, as defined below at paragraph 5(b), with
21 all the powers and responsibilities as set forth herein.

22
23 RECEIVER'S POWERS AND RESPONSIBILITIES

24
25 5. The Receiver shall have the following powers and
26 responsibilities:

27
28 (a) The Receiver shall be authorized and empowered to

FRANZIEL & SUIARE
A LAW CORPORATION
6500 Wilshire Boulevard
Beverly Hills, CA 90210
LOS ANGELES, CALIFORNIA 90048
Telephone (310) 882-1000

1 enter, gain access and take possession of DAK's business
 2 premises located at 8200 Remmet Avenue, Canoga Park,
 3 California, and any other locations from where DAK conducts
 4 business ("DAK Business Premises").
 5

6 (b) The Receiver shall be authorized to seize, take
 7 possession, manage, control and collect the Bank's collateral,
 8 including, but not limited to, all trademarks, all tradenames,
 9 all customer lists, all accounts receivable, all existing or
 10 after-acquired inventory, all equipment, all fixtures, all
 11 chattel paper and general intangibles, monies due or to become
 12 due thereunder, and all products and proceeds, including
 13 insurance proceeds, with respect to the foregoing
 14 ("Collateral"), whether in the possession of DAK, its agents,
 15 officers, directors, and/or employees or any other person.
 16

17 (d) The Receiver shall further be authorized to take
 18 possession of all the books and records relating to the Bank's
 19 Collateral, wherever located, as the Receiver deems necessary
 20 for the proper administration and liquidation of the
 21 Receivership estate, but the books and records shall be made
 22 available to DAK as is reasonably necessary.
 23

24 (e) The Receiver shall be authorized to liquidate all
 25 of the Bank's Collateral, and at the Receiver's discretion,
 26 complete the processing, preparing, reconditioning, and/or sale
 27 of said Collateral, and incur the expenses necessary to
 28

FRANZEL & SHARE
 A LAW CORPORATION
 8500 Wilshire Blvd. Suite 2000
 Beverly Hills, CA 90211
 LOS ANGELES, CALIFORNIA 90048
 Telephone (310) 882-1000

1 preserve, protect and carry out the foregoing. In connection
 2 with the Receiver's sale of any or all of the Collateral, the
 3 Receiver is authorized to sell the Collateral to the public "as
 4 is" and with all faults, without any representations or
 5 warranties, without seeking court approval and without
 6 providing statutory notification to the parties and public.
 7 Consequently, DAK hereby waives the statutory requirements set
 8 forth in sections 568.5 and 701.510, et. seq., of the
 9 California Code of Civil Procedure, that the Receiver provide
 10 notification of and obtain court approval for the sale(s) of
 11 the Bank's Collateral.

12
 13 (f) The Receiver is authorized and empowered with the
 14 right to execute and prepare all documents and to perform all
 15 acts, either in the name of the defendants, as it is
 16 applicable, or in the Receiver's own name, which are necessary
 17 or incidental to preserving, protecting, managing, controlling
 18 and/or liquidating the property of the Receivership estate.

19
 20 (g) The Receiver is authorized and empowered with the
 21 right to demand, collect and receive all monies, funds and
 22 payments arising from the Bank's Collateral.

23
 24 (h) The Receiver may in his sole discretion, opinion
 25 and judgment contact each of the accounts receivable debtors of
 26 DAK ("Accounts Receivable Debtors") in order to advise them to
 27 send any and all payments directly to the Receiver.
 28

ALAN CORPORATION
 2800 Wilshire Blvd Suite 2000
 Beverly Hills, CA 90210
 LOS ANGELES, CALIFORNIA 90008
 TELEPHONE (310) 852-1000

1
2 (i) The Receiver shall take possession of all bank
3 accounts of DAK wherever located, save and except for two
4 accounts held in trust by DAK's bankruptcy counsel, one of
5 which contains the proceeds of preference action recoveries and
6 one of which contains approximately \$179,000 representing a
7 portion of DAK's settlement with Borland. The Receiver shall
8 receive possession of any money on deposit in said bank
9 accounts, and the receipt by the Receiver for said funds shall
10 discharge said bank from further responsibility for accounting
11 to said account holder for funds which the Receiver shall give
12 his receipt.

13
14 (j) The Receiver is authorized to employ servants,
15 agents, employees, liquidators, auctioneers, appraisers,
16 guards, clerks, accountants, attorneys and management
17 consultants to administer the Receivership estate and to
18 protect the Bank's Collateral as he shall deem it necessary; to
19 purchase materials, supplies and services and to pay therefore
20 at the usual rate and prices out of funds that shall come into
21 his possession; to pay the reasonable value of said services
22 out of the proceeds of the estate; to compromise debts of the
23 business and to do all things and to incur only those
24 obligations ordinarily incurred in connection with the
25 operation of similar businesses and enterprises and that no
26 risk or obligation incurred by said Receiver shall be at
27 personal risk or obligation of the Receiver, but shall be the
28 risk or obligation of the Receivership estate.

FRANZEL & SHARE
a Law Corporation
8800 Wilshire Blvd., Suite 1700
Beverly Hills, CA 90210
LOS ANGELES, CALIFORNIA 90024
Telephone (213) 882-1000

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(k) If there is insufficient insurance coverage on the Bank's Collateral, it is hereby ordered that the Receiver shall have thirty (30) working days to procure said insurance on the Bank's Collateral, provided the Receiver has funds available to do so, and during said period, said Receiver shall not be personally responsible for claims arising or for the procurement of insurance.

(l) The monies coming into possession of the Receiver pursuant to his liquidation of the Bank's Collateral, and not expended for any of the purposes herein authorized, may be turned over to the Bank for the payment of DAK's obligations to the Bank sued upon in the Complaint, without further order of this Court, at the Receiver's sole discretion.

(m) The Receiver is empowered to establish bank accounts at any bank the Receiver deems appropriate for the deposit of monies and funds collected and received in connection with his administration of the Receivership estate, provided that all funds on deposit are insured by an agency of the United States Government.

(n) The Receiver is authorized to institute ancillary proceedings in this State or other States as is necessary to obtain possession and control of any property or asset of the defendants, and the Receiver may engage the services of counsel

FRANZIEL & SHANE
A LAW CORPORATION
2500 W. CENTRAL EXPRESSWAY
SHERMANTON PLACE
LOS ANGELES, CALIFORNIA 90008
TELEPHONE (213) 882-1000

1 if necessary. The Receiver may pay for such services from the
2 funds of the Receivership estate.

3
4 (o) To the extent feasible, the Receiver shall,
5 within thirty (30) days of his qualification hereunder, file in
6 this action an inventory of all property of which he shall have
7 taken possession pursuant to this Order and shall file periodic
8 accountings thereafter.

9
10 (p) The Receiver shall prepare periodic interim
11 statements reflecting the Receiver's fees and administrative
12 costs and expenses incurred for said period in the operation
13 and administration of the Receivership estate. Upon completion
14 of an interim statement, and the mailing of said statement to
15 the parties respective attorneys of record or any other
16 designated personal agent, the Receiver shall pay from the
17 estate funds, if any, the amount of said statement. Despite
18 the periodic statement of Receiver's fees and administrative
19 expenses, such fees and expenses shall be submitted to the
20 Court for its approval and confirmation, in the form of either
21 a noticed interim request for fees, stipulation among the
22 parties or Receiver's final account and report.

23
24 (q) The Receiver, or any party to this action, may
25 from time to time, and on due notice to all parties, make
26 application to this Court for further orders instructing said
27 Receiver.

28

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 05-11-2001 BY 60321/UCB/STP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PRELIMINARY INJUNCTION

6. The following preliminary injunction shall immediately issue as to DAK:

(a) DAK, and its officers, directors, agents, servants, and employees, and all persons or entities acting under, or in concert with it, or for it, are ordered to do the following and are restrained and enjoined from engaging in, or performing, directly or indirectly, any or all of the following acts:

(i) Interfering, hindering or molesting in any way whatsoever the Receiver in the performance of the Receiver's duties herein described and in the performance of any duties incident thereto;

(ii) Transferring, directly or indirectly, any interest by sale, shipment of goods, pledge, grant of security interest, assignment, invoice or encumbering in any manner the Bank's Collateral, and all proceeds and products thereof;

(iii) Moving the physical location of the Bank's Collateral, and all proceeds and products thereof, from any of the DAK Business Premises or any location whatsoever;

FRANZEL & SIARE
ATTORNEYS AT LAW
8800 Wilshire Boulevard
Beverly Hills, Florida
LOS ANGELES, CALIFORNIA 90048
Telephone (213) 862-1000

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(iv) Transferring, concealing, destroying, defacing or altering any of DAK's books and records relating to the Bank's Collateral;

(v) Diverting in any way any of the proceeds from the Bank's Collateral;

(vi) DAK shall immediately upon receipt turnover to the Receiver all mail relating to the Collateral;

(vii) Failing or refusing to immediately turn over to the Receiver all monies, checks, funds or proceeds relating to the Bank's Collateral and belonging to or for the benefit of DAK, and all books and records of DAK relating to the Bank's Collateral;

(viii) DAK shall notify the Receiver upon the Receiver taking possession of the Bank's Collateral whether or not there is sufficient insurance coverage on the Bank's Collateral. If sufficient insurance does exist or is entirely unnecessary, the Defendants shall be responsible and are hereby ordered to name the Receiver as an additional insured on the policies of insurance for the period that the Receivership shall be in possession of the Bank's Collateral;

FRANZIEL & SNIARE
A LAW CORPORATION
5800 Wilshire Boulevard
Beverly Hills, California 90210
LOS ANGELES, CALIFORNIA 90048
TELEPHONE (213) 992-1000

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(ix) Furthermore, the Bank and its officers, employees and agents shall have immediate access to all the DAK Business Premises and the books and records of the foregoing in the Receiver's possession, to enable the Bank to review and inspect its Collateral for the purposes of accounting and appraisal.

Dated: 12/5, 1994

FRANDZEL & SHARE
A Law Corporation
GARY O. CARIS
PETER CSATO
HENRY G. WEINSTEIN

By: Peter Csato
PETER CSATO
Attorneys for Plaintiff
THE TOKAI BANK, LTD., LOS
ANGELES AGENCY

Dated: 12/5, 1994

LEVENE & EISENBERG,
a Professional corporation

By: Joseph A. Eisenberg
JOSEPH A. EISENBERG
Attorneys for DAK
Industries, Inc.

FRANDZEL & SHARE
A Law Corporation
8800 Wilshire Blvd. Suite 1100
Beverly Hills, California 90211
LOS ANGELES, CALIFORNIA 90048
Telephone (818) 882-1000

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

Pursuant to the parties' Stipulation, IT IS SO ORDERED.

Dated: 12/6, 1994

ROBERT H. OBER
JUDGE OF THE SUPERIOR COURT

FRANZEL & SHARIE
ATTORNEYS AT LAW
6500 Wilshire Boulevard
Suite 1000
Los Angeles, California 90048
Telephone (213) 885-1000

HGW:pbw/eam
ZHW.5047