

03-25-2002



OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. 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): MR. PRODUCT, LLC

3-12-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other a California limited liability company

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

2. Name and address of receiving party(ies)

Name: FAIT INSURANCE PARTNERSHIP, LLC

Internal Address:

Street Address: 190 Newport Center Dr., Su.

City: Newport Beach State: CA Zip: 92660

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other California limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: February 25, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/208621; 76/273102; 76/273103; 76/280326; 76/315911; 76/315925

B. Trademark Registration No.(s) 2,204,358

Additional number(s) attached Yes No

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

Name: Sainick & Cote'

Internal Address: Richard P. Whitney, Esq.

Street Address: 190 Newport Center Dr., 2nd Floor

City: Newport Beach State: CA Zip: 92660

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Richard P. Whitney Name of Person Signing

Signature

2/28/02 Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK REEL: 002467 FRAME: 0564

This U.S. TRADEMARK ASSIGNMENT, from MR. PRODUCT, LLC, a California limited liability company ("Assignor"), to FAIT INSURANCE PARTNERSHIP, LLC, a California limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, has used and until December 31, 2001 was the sole and exclusive owner of the United States registered trademarks set forth in Exhibit A hereto (the "Trademarks"); and

WHEREAS, Assignor has pending United States trademark applications and until December 31, 2001 was the sole and exclusive owner of the pending United States trademark applications set forth in Exhibit "B" hereto (the "Applications"); and

WHEREAS, Assignee acquired, as of December 31, 2001, certain assets from Assignor pursuant to a Blanket Assignment Of Assets And Rights dated as of December 31, 2001, among Assignor and Assignee, and pursuant to a related Bill of Sale dated as of December 31, 2001; and

WHEREAS, Assignee desires to acquire, of record, such full right, title and interest in the Trademarks and the Applications as the Assignor may have owned.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, "as is, where is" and without warranty, such right, title, and interest in and to (1) the Trademarks, together with the good will of Assignor which is symbolized by the Trademarks as Assignor may have and together with such claims for damages by reason of past or future infringement of the Trademarks, if any, as may exist, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, and (2) the Applications, together with the good will of Assignor which is symbolized by the trademarks referred to in the Applications as Assignor may have and together with such claims for damages by reason of past or future infringement of the trademarks referred to in the Applications, if any, as may exist, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor makes no representations or warranties with respect to the Trademarks or the Applications, including, but not limited to, warranties as to merchantability or fitness for a particular purpose, except as expressly made in contained in either the Blanket Assignment Of Assets And Rights or the Bill Of Sale.

Assignor hereby covenants and agrees that it will, at any time upon request of Assignee, execute and deliver any and all papers that may be reasonably necessary to perfect in Assignee title to the Trademarks and the Applications.

IN WITNESS WHEREOF, Assignor has caused this U.S. Trademark Assignment to be signed by its duly authorized officer this 25 day of February, 2002.

MR. PRODUCT, LLC

By: *Rich Elder*
Name: Rich Elder
Title: President and Manager

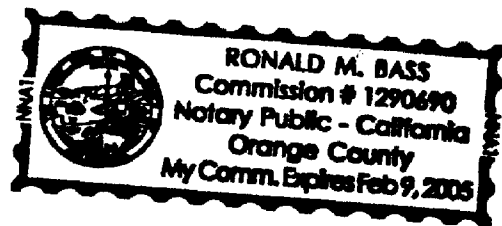
State of California)
)
County of Orange)

On Feb. 25, 2002, before me, RONALD M. BASS, Notary Public, personally appeared **Rich Elder**, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or entities upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(seal)

Ronald M. Bass
(Signature of Notary)



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Exhibit A
to U.S. Trademark Assignment

Trade/
Service Mark

Registration
Number

Registration Date

MR. PRODUCT

2,204,358

11/17/98

Exhibit B
to U.S. Trademark Assignment

<u>Trade/ Service Mark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
BUN-G-KICK	76/208621	02/12/01
BRIGHT IDEAS BY MR. PRODUCT	76/273102	06/18/01
BRITE IDEAS BY MR. PRODUCT	76/273103	06/18/01
GADGET GUY	76/280326	07/05/01
INVENTORS TOOLBOX	76/315911	09/24/01
THE ORIGINAL MINI-BIKE	76/315925	09/24/01