

08-02-2002



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

RECORDAT TRADE

102176525

DEPARTMENT OF COMMERCE 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):

Interactive Technologies, Inc.

7-31-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

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

2. Name and address of receiving party(ies)

Name: Enforma Natural Products, Inc.

Internal Address:

20251 Ventura Boulevard Street Address: Suite B Woodland Hills State: CA Zip: 91364

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other License Agreement

Execution Date: 03/21/01

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

A. Trademark Application No.(s)

75751736

B. Trademark Registration No.(s)

2505205

Additional number(s) attached Yes No

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

Name: Robert D. Ehling

Internal Address:

Street Address: c/o Bailey & Partners

2828 Donald Douglas Loop North

Second Floor

City: Santa Monica State: CA Zip: 90405

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 3.41): \$ 515.00

- 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.

Andrew J. Grey Name of Person Signing

Signature

07/08/02 Date

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

16

08/01/2002 GTOM11 00000168 75751736

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

01 FC:481 40.00 OP 02 FC:482 475.00 OP

TRADEMARK REEL: 002553 FRAME: 0810

**ATTACHMENT "A" TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Form PTO-1594

<u>Trademark:</u>	<u>Application Number:</u>	<u>Registration Number:</u>
AQUIT	75751736	2505205
BINGE BREAKER	76003544	2444345
BONE SCIENCE	75324009	2496497
BURN IT OFF AND KEEP IT OFF CLUB	75751749	2456745
CARB TRAPPER PLUS	76091306	2528645
CELLU TRIM	75724382	
CHITOZYME	75825808	2526596
DESSERT AVERT	75322998	2448042
ENFORMA LOGO	75803312	
ENFORMA LOGO WITH ENFORMA NATURAL PRODUCTS	75803311	2542157
ENFORMA SIMPLE. NATURAL.	76125114	2478115
ENFORMA NATURAL PRODUCTS, INC.	75813840	2353617
THE ENFORMA SYSTEM	75734641	2422860
EXERCISE IN A BOTTLE	75322341	2442959

T:\Interactive Technologies\Agreements\Attachment A to 1594.wpd

**TRADEMARK
REEL: 002553 FRAME: 0811**

<u>Trademark:</u>	<u>Application Number:</u>	<u>Registration Number:</u>
FAT TRAPPER	75701906	
FAT TRAPPER PLUS	75724381	2541073
GOGOGINSENG!	75856805	2471151
HUNGER EASE	75813700	2513271
MULTI SLIM	75734640	2541094
ROJUMPIX	75896386	

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement"), is made and entered this twenty-first day of March, 2001 by and between INTERACTIVE TECHNOLOGIES, INC., a corporation organized and existing under the laws of the State of Delaware with offices at 15 East North Street, Dover, Delaware 19901 (hereinafter referred to as "Licensor"), and ENFORMA NATURAL PRODUCTS, INC., a corporation organized and existing under the laws of the State of Delaware with offices at 20251 Ventura Boulevard, Suite B, Woodland Hills, California (hereinafter referred to as "Licensee").

Licensor and Licensee are each a "Party" to this Agreement and may sometimes be referred to hereinafter collectively as the "Parties."

RECITALS

A. WHEREAS, Licensor and Licensee are related companies engaged in the business of producing and distributing nutritional and dietary supplements and exercise, health and lifestyle products, and have built up valuable goodwill and brand recognition in various trade names, trademarks, trade dress and service marks (collectively, "Trademarks") in such lines of business; and

B. WHEREAS, Licensor and Licensee have both come to the conclusion that the commercial contingencies associated with such diverse areas of business as research and product development, manufacturing, wholesale and retail marketing, advertising, sales, distribution, intellectual property, legal, accounting, and management present a wide range of opportunities and uncertainties that are constantly changing and often separate and distinct from area to area; and

C. WHEREAS, Licensor and Licensee have also concluded that these various opportunities and uncertainties may, under certain circumstances, be better managed if separated into and divided among different companies; and

D. WHEREAS, in order to better manage such opportunities and contingencies Licensor and Licensee, and certain other related and affiliated companies, are reorganizing, consolidating and streamlining current operations and planning new business initiatives, including the handling of new product lines and/or the licensing of Trademarks to third parties; and

E. WHEREAS, Licensor, Licensee, and certain other related and affiliated companies, have determined that implementing such plans requires an organized, inter-company Trademark licensing system; and

F. WHEREAS, Licensee is willing to license the Trademarks described on the attached Schedule A as part of the implementation of such a system; and

G. WHEREAS, Licensor is willing to grant, for a fee, such a license to use such Trademarks as provided herein.

NOW THEREFORE, in consideration of the representations and covenants contained herein, the execution by each of the Parties of a Trademark Assignment and Agreement between Licensee and Licensor of even date herewith, the retirement of corporate debt in the sum of two hundred thousand dollars (\$200,000.00), and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Trademark License.

a. Licensor hereby grants to Licensee the exclusive right and license to use the Trademarks listed on **Schedule "A,"** only and solely in connection with the operation of Licensee's business, for the period of five (5) years commencing on the date hereof as set forth hereinabove and ending on the same date five calendar years hence, unless sooner terminated as provided herein. Licensee acknowledges that all right, title and interest in and to the Trademarks are and shall remain the exclusive property of Licensor. Notwithstanding the foregoing, during the term of this Agreement, so long as Licensee is not in default hereunder, Licensee shall have the exclusive right and license to use the Trademarks in any manner that is not inconsistent with the provisions of this Agreement.

b. Licensee shall bear any and all expenses arising from its use of the Trademarks, including but not limited to advertising and distribution costs and the continuing incidental expenses of prosecuting and defending pending applications or maintaining registrations. Licensee hereby acknowledges, represents and warrants that it has had the opportunity to investigate, actually has investigated and is familiar with each of the Trademarks and their respective use and prosecution histories, including all proceedings initiated in the United States Patent and Trademark Office. Licensee hereby licenses each Trademark "as is," and without reliance upon representations or warranties of any kind by Licensor or any third party. Licensor makes no representations or warranties whatsoever about any of the Trademarks or any past, present or future infringement by or against same with respect to trade names, trademarks, trade dress or service marks owned by any third party.

c. The Trademarks may only be used in conjunction with Licensee's marketing, advertising, sale and distribution of nutritional and dietary supplements

and/or exercise, health or lifestyle products, services and programs, and not separately therefrom. Any other use in any other manner requires Licensor's prior written consent.

2. Royalties and Other Payments.

a. During the term of this Agreement, Licensee agrees to pay to Licensor a License Fee of one and one half percent (1.5%) of Licensee's previous month's Net Sales (as hereinafter defined) allocable to each respective Trademark licensed. This fee shall be due and payable on or before the thirtieth day following the end of each preceding month, unless such date falls upon a weekend or holiday, in which case it shall be the next business day. The first month for determining a License Fee payment shall be April, 2001; the License Fee payment shall be due on May 30, 2001.

b. Licensee further agrees that Licensee will pay to Licensor a late fee in an amount equal to five percent (5%) of the amount due for each additional thirty (30) days any such amount is past due, up to the greater of _____% per annum, or the maximum amount allowed by law.

c. If Licensee's right to use the Trademarks is terminated or expires for any reason, Licensee agrees to immediately (i) pay all fees and charges due and payable to Licensor, (ii) discontinue use of the Trademarks, (iii) discontinue use of any advertising, packaging or promotional material utilizing the Trademarks, and (iv) notify all of Licensee's suppliers, creditors and concerned others that this License Agreement has terminated, and that Licensee has no other contractual or other arrangement with Licensor with respect to the Trademarks or rights of any other kind to the Trademarks.

d. The term "Net Sales" as used in this Agreement shall be construed to include the entire amount of the actual sales price, whether wholly or partly in cash or on credit, of all merchandise, services and all other receipts of any business conducted by Licensee, including all Internet, telephone or mail order sales, all deposits not refunded to customers, and all orders taken in or by Licensee or its agents, delegates or affiliates wherever or however such orders may be filled. All sales made and orders originally received in or at the Licensee's place of business, including Internet, telephone or mail orders or sales, shall be considered as made and completed at the Licensee's place of business, even though the payment of the account may be transferred to some other office of Licensee or third party, or the delivery of merchandise sold or the performance of services ordered may be from or at a place other than at the Licensee's place of business. All sales, including credit or installment transactions, shall be treated as sales when orders

are taken, and not when payment is made or when title passes to the merchandise sold. Credit card and other credit transactions shall result in Net Sales subject to the following provisions regarding refunds and/or the return of merchandise.

Net Sales shall not include:

(1) Sums collected and paid for any sales, excise or other tax based upon the sale of merchandise and required by law, provided that at the time of sale such taxes have been added to and included in the gross sales price by separate statement identified and disclosed to the customer; or

(2) The sales price of merchandise transferred to another site of Licensee, if any, where such transfer is made solely for the convenient operation of the business of Licensee and not for the purpose of consummating a retail sale made in or at the Licensee's place of business; or

(3) Credits or other allowances received from the return of merchandise to shippers or manufacturers; or

(4) Monies or credits received in the settlement of claims for loss of or damage to merchandise; or

(5) Sums received from the sale of discount coupons, promotional giveaway vouchers or gift certificates until they are redeemed; or

(6) The amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by the customer to, and accepted by Licensee; or

(7) Amounts allocable to Licensee's product promotions, such as bonus programs or allowances for co-op advertising, where such promotional efforts have been previously disclosed to and approved by Licensor in writing; or

(8) Licensee's actual shipping and handling income.

3. Ownership of Trademarks. Licensee acknowledges Licensor's ownership of, and exclusive right, title and interest in and to, the Trademarks and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such ownership, right, title and interest. Licensee shall not represent that it has any ownership in the Trademarks or registration thereof. Any rights not expressly granted to Licensee under this Agreement are reserved for Licensor. On termination of this Agreement for any reason, Licensee will cease and

desist from all use of the Trademarks in any way, and will deliver up to Licensor, or Licensor's duly authorized representatives, all materials, papers and any media upon which the Trademarks exist, appear or are reproduced. Licensee will not, at any time, adopt or use, without Licensor's prior written consent, any names, words or marks which are likely to be similar to or confused with the Trademarks or which dilute, tarnish or unfairly compete with them in any way.

4. Supervision of Trademark Use.

a. Licensee shall, upon reasonable request, provide Licensor with samples of all literature, brochures, signs and advertising material using the Trademarks prepared by Licensee, including without limitation master copies of all audio or visual programming in any medium whatsoever, and Licensee shall obtain the written approval of Licensor with respect to all such advertising material bearing any of the Trademarks prior to each Trademark's use in commerce or any marketing channel in any territory whatsoever. When using the Trademarks, Licensee shall comply with all laws pertaining to trade names and trademarks in force at any time in any state or nation in which Licensee's goods are sold. This provision includes compliance with product marking, labeling or other regulatory requirements, such as requirements to record this License Agreement, and all statutory or common law requirements, regarding the intellectual property rights of Licensor and/or third parties. Licensee shall conduct a due diligence review of the trade name or dress of any competing product, and any prospective use of the Trademarks prior to any such actual use in commerce or any marketing channel, including a diligent review of any prospective likelihood of confusion, infringement, dilution or tarnishing of any known trade name, dress or mark. Licensee will consult with Licensor regarding the results of any such review prior to commencing any such use. Any and all uses of Trademarks under this Agreement shall feature the TM or ® marks, as may be appropriate. Licensor shall have the right to require that any use of Trademarks by the Licensee disclose Licensor's ownership of the Trademarks, e.g.: "The trademark _____ is used under license from Interactive Technologies, Inc.," utilizing methods of disclosure, including type sizes and fonts, as shall seem appropriate to Licensor in its sole discretion.

b. Licensee hereby acknowledges that the Trademarks embody valuable goodwill and name recognition, and agrees not to engage in any advertising or promotional campaign or any other use of the Trademarks which would dilute or tarnish them, their goodwill, or their value, or in any manner hold them up to ridicule, contempt or any other negative connotation or association of any kind, including without limitation any allegation that they infringe, dilute, tarnish or unfairly compete with any other trade name or mark.

5. Quality Control; Goods and Services Sold. To protect the Trademarks and their goodwill, Licensor shall have the right to supervise and control the use of the Trademarks and the quality of the goods and services with which they are associated. If Licensor so requires, Licensee may only purchase goods or services from third-party suppliers selected from a vendor list adopted by and/or approved by Licensor. Licensee shall use the Trademarks only in connection with Licensee's business and in accordance with the guidance and directions, if any, furnished to Licensee by Licensor, or its representatives or agents, from time to time hereafter. The quality of goods sold shall be satisfactory to Licensor in its sole and absolute discretion, or as otherwise specified by Licensor. Licensor shall be the sole judge of whether or not Licensee has met or is meeting the standards of quality so established.

6. Inspection. Licensee will permit duly authorized representatives of Licensor to inspect Licensee's premises at all reasonable times, and Licensee shall, upon written request of Licensor, submit to Licensor or its duly authorized representatives samples of the manner in which it sells its goods under the Trademarks for the purpose of ascertaining or determining Licensee's compliance with this Agreement.

7. Indemnity.

a. Licensor shall have no liability to Licensee or third parties regarding the sale or distribution of goods or services sold by Licensee under the Trademarks. Licensee will indemnify Licensor and hold it harmless against any losses incurred by reason of claims of third persons against Licensor. The foregoing indemnity shall include the obligation for payment of all costs, including reasonable attorneys' fees incurred by Licensor or Licensee or Licensor's behalf.

b. Licensee hereby undertakes and agrees to indemnify Licensor and Licensor's shareholders, directors, officers, employees, agents, attorneys, predecessors, related companies, and their respective successors and assigns, and hold it and them harmless against and in respect of any and all claims, debts, actions, suits, proceedings, demands, assessments, judgments, damages, liabilities, costs and legal and other expenses paid to any person in connection with or arising out of Licensee's use of the Trademarks or otherwise arising from Licensee's conduct of its business, without any limitation based upon time or amount. Licensee will indemnify Licensor and hold it harmless against any such claim or counterclaim, including without limitation, infringement, dilution, tarnishing, false advertising or unfair competition or business practices, and shall pay any and all costs defending or pursuing same, including reasonable attorneys' fees incurred in connection therewith.

c. Licensor shall at all times have the right to be defended by counsel of its own choosing, and Licensee shall not compromise, settle or terminate any active or prospective litigation or any other dispute without Licensor's prior written consent. Licensor shall be entitled to an equal share of the proceeds of any claim or dispute over and above Licensee's direct costs of securing same which is prosecuted or settled in accordance with this section.

8. Insurance. During the term of this Agreement, Licensee shall maintain comprehensive general liability and errors and omissions insurance, both with explicit coverage regarding trademark infringement and related intellectual property claims in an amount no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.

9. Default; Cures, Termination And Remedies. Licensee agrees that, except as otherwise required by applicable law, the occurrence of any of the following events or conditions will entitle Licensor to immediately terminate this Agreement upon written notice to Licensee and without further opportunity for Licensee to correct or cure any such events or conditions:

a. If Licensee is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets of Licensee's business are assigned to or for the benefit of any creditor, or if Licensee admits its inability to pay its debts as they become due; or

b. If Licensee fails to advertise or promote the Trademarks for at least ninety (90) consecutive days or for any shorter period after which it is not unreasonable, under the facts and circumstances presented, for Licensor to conclude that Licensee does not intend to continue to operate Licensee's business, unless such failure is due to delays resulting from fire or other casualty, war, act of God, governmental act, dispute or other extraordinary events, except financial conditions, outside the control of Licensee; or

c. If Licensee and Licensor agree in writing to terminate this Agreement; or

d. If Licensee makes any material misrepresentation to Licensor or any other party relating to the acquisition of the license granted hereunder; or

e. If Licensee fails, for a period of thirty (30) days following written notification of non-compliance, to comply with any material federal, state or local law, regulation or judicial or administrative order or decision applicable to the operation of Licensee's business, or fails to commence compliance within said 30-day period if a cure, by its nature, cannot be accomplished within sixty (60) days; or

f. If Licensee repeatedly fails to comply with one or more material requirements of this Agreement, provided that material provisions shall be deemed to include, without limitation, the provisions regarding payment and protecting the quality of goods and services and/or goodwill associated with the Trademarks; or

g. If Licensee's business or any material portion of the property or assets of Licensee is seized, taken over or foreclosed by a creditor, lienholder or lessor or sublessor of Licensee, or a final judgment entered against Licensee remains unsatisfied for thirty (30) days (unless a supersedes bond or other appeal has been filed); or a levy of execution has been made upon Licensee's business or upon a material portion of the property used in Licensee's business and it is not discharged within ten (10) days of such levy; or

h. If Licensor elects to terminate this Agreement under any provisions of this Agreement giving Licensor such termination rights; or

i. If Licensee fails or refuses to purchase goods from third party suppliers on the approved vendor list and/or use approved goods in accordance with Section 5 of this Agreement; or

j. If Licensee fails to pay all or any part of the payments due Licensor under this Agreement. In the event of any such default, Licensor shall have the right to terminate this Agreement upon the giving of thirty (30) days' written notice to Licensee.

10. Expenses. Licensee and Licensor will each be responsible for and pay the fees and expenses of their respective counsel, accountants and other consultants incurred with regard to the negotiation, preparation or performance of this Agreement, except as otherwise provided herein.

11. Brokers and Expenses. Each Party hereto acknowledges to the other that no other person has acted as a broker in connection with this Agreement and the transactions contemplated hereby.

12. Books. Licensee shall maintain full and accurate books and records at the principal office of Licensee and Licensor shall have the right to inspect and examine the same at any reasonable time, upon prior written notice of same. The books shall be closed and balanced by an independent certified public accountant at the end of each fiscal year at Licensee's sole cost and expense.

13. Audits. Licensor may, by any agent, at any reasonable time or times,

examine or audit any or all of Licensee's books, records, and correspondence, and make copies thereof. If any such examination or audit discloses a deficiency in payment, Licensor will give notice of the deficiency together with an explanation thereof to Licensee, and Licensee shall be obligated to pay the amount of the deficiency within thirty (30) days of the receipt of the notice, together with interest thereon at the rate of ten percent (10%) per annum. If any such examination or audit shows that Net Sales of Licensee's business for any monthly period exceeded the sum reported by Licensee to Licensor for that period by more than five percent (5%), Licensee shall reimburse Licensor for all costs of the examination or audit. This payment is non-refundable, and shall not be collected on behalf of or paid to any third party.

14. Notices. Any notice or other documents to be given or delivered hereunder by any Party to any other Party shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, to their respective addresses set forth at the beginning of this Agreement or to such other address as any Party may designate by written notice delivered to the other Party or Parties hereto.

15. Injunctive Relief. Licensee hereby acknowledges that the Trademarks licensed hereunder and the goodwill pertaining thereto embody intangible and intellectual property rights of such a nature that any injury thereto may involve damages which cannot be quantified, and for which no legal remedy is adequate. Licensee hereby acknowledges and agrees that Licensor will be entitled to pursue any and all equitable remedy whatsoever, including but not limited to the issuance of an order for injunctive relief entered by a court of competent jurisdiction, to enforce any aspect whatsoever, or prevent any breach or violation whatsoever, of this Agreement.

16. Arbitration. Any dispute arising out of this Agreement may be settled by final and binding arbitration in accordance with the Rules of the American Arbitration Association then in force in Los Angeles County, California, which shall be the sole venue for any such proceeding. The judgment of the arbitrator or arbitration panel may be entered in a court of competent jurisdiction.

17. Merger; Amendment. This Agreement, the attachments hereto and the agreements and other documents expressly referred to herein embody the all of the representations, warranties, agreements and conditions in relation to the subject matter hereof, and no representation, warranty, understanding or agreement, oral or otherwise, in relation thereto exists between the Parties except as herein expressly set forth. This Agreement may not be modified, amended, augmented, interpreted or terminated orally but only as expressly provided herein or by an instrument in writing duly executed by the Parties hereto.

18. Parties. This Agreement and the rights and obligations arising hereunder shall inure only to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns.

19. Non-Assignability; No Sublicensing. The rights, duties and/or obligations provided herein shall not be assignable or delegable by Licensee to any other party whatsoever without the prior written consent of Licensor. Licensed Trademarks may not be sublicensed by Licensee for any purpose whatsoever without Licensor's prior written consent.

20. Invalidity. The invalidity or unenforceability of any term or provision of this Agreement or the application of such term or provision to any person or circumstances shall not impair or affect the remainder of this Agreement and its application to other persons and circumstances, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California with regard to agreements formed and performed entirely within its borders and without regard to its principles of choice or conflicts of law.

22. Counterparts. This Agreement may be executed in counterparts. When Licensee has executed and delivered to Licensor a counterpart of this Agreement and Licensor has executed and delivered to Licensee a counterpart of this Agreement, this Agreement, and all of the rights, duties and obligations set forth herein, shall be binding upon the respective Parties.

23. Captions. The captions in this Agreement are for convenience only and shall not be considered a part of, nor affect the construction or interpretations of any provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

INTERACTIVE TECHNOLOGIES, INC.,
a Delaware domestic stock corporation

By: Andrew Gray

Signature: Andrew Gray

ENFORMA NATURAL PRODUCTS, INC.

By: ANDREW GRAY

Signature: Andrew Gray

SCHEDULE "A"

<u>Mark:</u>	<u>Application Number:</u>	<u>Registration Number:</u>
AQUIT	75751736	
BINGE BREAKER	76003544	2444345
BONE SCIENCE	75324009	
BURN IT OFF AND KEEP IT OFF CLUB	75751749	2456745
CARB TRAPPER PLUS	76091306	
CELLU TRIM	75724382	
CHITOZYME	75825808	
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ENFORMA SIMPLE. NATURAL.	76125114	2478115
ENFORMA NATURAL PRODUCTS, INC.	75813840	2353617
THE ENFORMA SYSTEM	75734641	2422860
EXERCISE IN A BOTTLE	75322341	2442959
FAT TRAPPER	75701906	
FAT TRAPPER PLUS	75724381	
GARLICARE (common law; first use 12/27/99)	N/A	N/A

T:\Interactive Technologies\Agreements\Enforma\tm license.003.wpd

1	GOGOGINSENG!	75856805	2471151
2	HUNGER EASE	75813700	
3	MULTI SLIM	75734640	
4	ROJUMPIX	75896386	

Certificate of Mailing

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is Bailey & Partners, 2828 Donald Douglas Loop North, Second Floor, Santa Monica, California 90405-2959.

On July 8, 2002, I served the foregoing document described as "Recordation Form Cover Sheet" on the United States Patent and Trademark Office, Assignment Division, by placing a true copy thereof enclosed in a sealed envelope at Santa Monica, California, addressed as follows:

Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 20231


Richard D. Coppola