

Re 10/15/02

TRADEMARK RECORDATION COVER SHEET

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513

10-15-2002



102248818

RE 10-15-02

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): The 3.4 Group, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>a CA limited liability company</u></p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Surflin\Wavetrak, Inc</u> Street Address: <u>300 Pacific Coast Highway</u> <u>Suite 310</u> City <u>Huntington Bch.</u> State <u>CA</u> Zip <u>92648</u></p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership <u>Delaware</u> <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 21, 2002</u></p>	
<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No(s): Please see attached Exhibit A.</p> <p>B. Trademark Registration No(s): Please see attached Exhibit A.</p>	
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Totam Terry Luu</u> Street Address: <u>Mayer, Brown & Platt</u> <u>350 South Grand Avenue, 25th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>

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.

Totam Terry Luu
Name of Person Signing

Signature

October 11, 2002
Date

EXHIBIT A

SCHEDULE OF MARKS

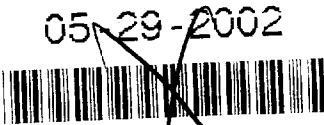
Mark
SURFCHECK

Serial Number
75/927319

Filing Date
February 24, 2000

5-29-02

TRADEMAR



IT

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513

5-29-02

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): The 3.4 Group, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>a CA limited liability Company</u></p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Surflin\Wavetrak, Inc.</u> Street Address: <u>300 Pacific Coast Highway,</u> <u>Suite 310</u> City <u>Huntington Bch</u> State <u>CA</u> Zip <u>92648</u></p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 21, 2002</u></p>	
<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No(s): Please see attached Exhibit A.</p> <p>B. Trademark Registration No(s): Please see attached Exhibit A.</p> <p>05/29/2002 6TOM11 00000117 TOTAM TERRY LUU 01 FC:481 40.00 DP</p>	
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Totam Terry Luu</u> Street Address: <u>Mayer, Brown & Platt</u> <u>350 South Grand Avenue, 25th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>

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.

Totam Terry Luu
Name of Person Signing

Signature

May 28, 2002
Date

EXHIBIT A
SCHEDULE OF MARKS

Mark
SURFCHECK

TRADEMARK ASSIGNMENT

The 3.4 Group, LLC, a limited liability company, located at 4021 Aladdin Drive, Huntington Beach, CA 92649 ("Assignor"), is the rightful owner of and is using the trademarks or service marks listed on the Schedule of Marks attached hereto as Exhibit A, which said trademarks or service marks, the good will of the business symbolized thereby, and all worldwide rights contained therein, together with all pending and issued foreign applications therefore, are hereinafter collectively referred to as the "Trademarks."

WHEREAS Surfline\Wavetrak, Inc., a Delaware corporation, located at 300 Pacific Coast Highway, Suite 310, Huntington Beach, California 92648 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Trademarks; and

WHEREAS Assignor desires to assign all right, title and interest in and to the Trademarks to Assignee as part of, and in partial consideration of, an existing agreement by and between Assignor and Assignee, known as the Asset Purchase Agreement entered into on March 21, 2002.

NOW, THEREFORE, in consideration of the foregoing, together with other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks ("the Assignment").
2. The Assignment shall also include all claims for damages by reason of past infringement of the Trademarks, if any, together with the right to sue for and collect the same for the sole use and benefit of Assignee and its successors, assigns, or other legal representatives.
3. Assignor represents and warrants to Assignee as follows:
 - 3.1. Assignor has the full right, power and authority to enter into and perform this Assignment and to grant to Assignee all the rights granted herein; and Assignor is not a party to any agreement or understanding which would conflict with this Assignment;
 - 3.2. The Trademarks are believed to be valid, subsisting and enforceable;
 - 3.3. Assignor is the sole legal and beneficial owner of all right in and to the Trademarks and hereby transfers all such rights to Assignee;
 - 3.4. No portion of the Trademarks has been assigned or licensed to any other person or entity and there are no liens, claims or encumbrances on the Trademark or any rights therein;

3.5. Assignor shall indemnify and hold Assignee harmless from any and all liability, damages, and expenses, including attorney's fees which the Assignee suffers or incurs as a result of or in connection with any breach of the representations and warranties set forth in this paragraph; and

3.6. These representations, warranties, and indemnities survive the consummation of this transaction.

4. Assignor has secured and, upon execution hereof, or as soon as received by Assignor, shall transfer to Assignee, all applications, registrations, licenses, permits, releases or other necessary consents, if any, relating to the Trademarks or any portion or component thereof. Assignor shall assist Assignee in obtaining any further registrations, licenses, permits or releases relating to the Trademark as reasonably desired and required by Assignee.

5. Assignor agrees and acknowledges that if it has obtained or obtains in the future, in any country, any right, title, or interest (including the filing of any application for trademark or service mark registration or the issuance of any registration) in any mark(s) which are confusingly similar to, or translations and/or transliterations of, the Trademarks (collectively, Related Trademarks), Assignor shall so notify Assignee, and that it has acted or will act as an agent on and for Assignee's behalf. Assignor further agrees to execute any and all instruments deemed by Assignee, its attorneys or representatives, to be necessary to transfer such right, title, or interest in the Related Trademark to Assignee.

6. Assignor further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign all of Assignor's interests in and to the Trademarks.

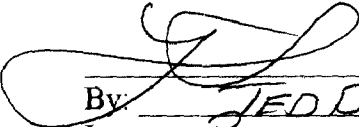
This Assignment shall be effective for all purposes on the 21st day of March, 2002.

Assignor:

Assignee:

THE 3.4 GROUP, LLC, a
California limited liability company

SURFLINE\WAVETRAK, INC.,
a Delaware corporation

By: 
Its: PRESIDENT

By: Sean Collins
Its: President

3.5. Assignor shall indemnify and hold Assignee harmless from any and all liability, damages, and expenses, including attorney's fees which the Assignee suffers or incurs as a result of or in connection with any breach of the representations and warranties set forth in this paragraph; and

3.6. These representations, warranties, and indemnities survive the consummation of this transaction.

4. Assignor has secured and, upon execution hereof, or as soon as received by Assignor, shall transfer to Assignee, all applications, registrations, licenses, permits, releases or other necessary consents, if any, relating to the Trademarks or any portion or component thereof. Assignor shall assist Assignee in obtaining any further registrations, licenses, permits or releases relating to the Trademark as reasonably desired and required by Assignee.

5. Assignor agrees and acknowledges that if it has obtained or obtains in the future, in any country, any right, title, or interest (including the filing of any application for trademark or service mark registration or the issuance of any registration) in any mark(s) which are confusingly similar to, or translations and/or transliterations of, the Trademarks (collectively, Related Trademarks), Assignor shall so notify Assignee, and that it has acted or will act as an agent on and for Assignee's behalf. Assignor further agrees to execute any and all instruments deemed by Assignee, its attorneys or representatives, to be necessary to transfer such right, title, or interest in the Related Trademark to Assignee.

6. Assignor further agrees to execute and deliver, from time to time, all further instruments of conveyance, assignment and further assurances, and to perform all such other acts, as may be reasonably required to transfer and assign all of Assignor's interests in and to the Trademarks.

This Assignment shall be effective for all purposes on the 21st day of March, 2002.

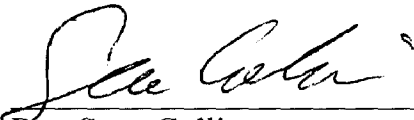
Assignor:

Assignee:

THE 3.4 GROUP, LLC, a
California limited liability company

SURFLINE\WAVETRAK, INC.,
a Delaware corporation

By: _____
Its: _____


By: Sean Collins
Its: President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss.

On 4.10.02, before me, Dana Jo Guzman,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Ted Deits
Name of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed
the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could
prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
Corporate Officer (checked)
Partner(s)
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:
Title(s)
Limited
General

DESCRIPTION OF ATTACHED DOCUMENT

Trademarks Assignment
Title or Type of Document
Number of Pages
Date of Document
Signer(s) Other Than Named Above

Signer is Representing:
Name of Person(s) or Entity(ies)

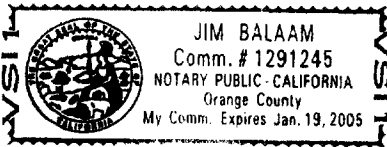
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On MAY 21, 2002, before me, Jim Balaam, Notary Public

personally appeared SEMAN COLLINS
Name of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Handwritten signature of Jim Balaam]

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual (checked)
Corporate Officer
Partner(s)
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Trademarks Assignment
Title or Type of Document
9/6 3
Number of Pages
MAY 21
Date of Document

Signer(s) Other Than Named Above