



102472909

Trademark: Trina
Applicant: Living Things Manufacturing Co.
Reg. No.: 1402281
Page: One

6-11-03

- 1. The names of the parties conveying interest:
 - (a) Trina, Inc., a Delaware corporation;
 - (b) Bank Boston, N.A., a national banking association formerly known as The First National Bank of Boston; and
 - (c) Foothill Capital Corporation, a California corporation.

- 2. The name and address of party receiving interest:

Living Things Manufacturing Co.,
a California corporation
7250 East Oxford Way
Commerce, CA 90040

- 3. Description of interest conveyed:

Assignment (attached hereto)

- 4. Serial or Registration Number: 1042281

- 5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed:

Michele O. Saadeh
LAW OFFICES OF JEROME JANGER
138 South Lasky Drive
Beverly Hills, CA 90212
(310) 273-9966
(310) 273-3176 Fax
e-mail: msaadeh@jangerlaw.com

OFFICE OF PUBLIC RECORDS
JUN 11 AM 10:15
FINANCE SECTION

06-13-2003 LINEAR: 0000000-1402281

REG. NO. 1402281

06.11.03

Trademark: Trina
Applicant: Living Things Manufacturing Co.
Reg. No.: 1402281
Page: Two

6. The date the document was executed:

As of September 11, 1997

7. An indication that the assignee of a trademark application or registration who is not domiciled in the United States has designated a domestic representative:

Not Applicable

8. The signature of the party submitting the document:

LAW OFFICES OF JEROME JANGER

By: *Michele O. Saadeh*
Michele O. Saadeh

ASSIGNMENT

THIS ASSIGNMENT made this 11th day of September, 1997, by and among TRINA, INC. ("Trina"), a Delaware corporation, BANKBOSTON, N.A. ("BankBoston"), a national banking association formerly known as The First National Bank of Boston, FOOTHILL CAPITAL CORPORATION ("Foothill"), a California corporation (collectively, "Assignor"), and LIVING THINGS MFG CO., a California corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Trina, Inc. has adopted, used and is using the trade name "TRINA" (the "Trina Trade Name") and the TRINA trademark (the "Trina Trademark") which is registered in the United States Patent and Trademark Office, Registration No. 1042281, dated June 29, 1976, and renewed June 29, 1996; and

WHEREAS, Trina, Inc. has granted a security interest in the Trina Trademark to BankBoston, by an assignment dated October 23, 1993, and recorded with the United States Patent and Trademark Office ("USPTO") on October 28, 1993 (Reel/Frame 1056/0163); and

WHEREAS, Trina has granted Foothill a security interest in all of its tangible and intangible assets (the "Trina Assets"), including the Trina Trade Name and Trina Trademark, to secure its obligations to Foothill under a Loan and Security Agreement, dated as of September 22, 1995 (the "Loan Agreement"); and

WHEREAS, pursuant to the terms of an Intercreditor and Subordination Agreement dated October 6, 1995, among First National Bank of Boston (now BankBoston), Trina and Foothill, BankBoston subordinated its security interest in the Trina Assets to Foothill's security interest in those assets until Trina's obligations to Foothill under the Loan Agreement are paid in full; and

WHEREAS, Trina is in default of its obligations to Foothill under the Loan Agreement and Foothill has exercised its rights under the Loan Agreement and Uniform Commercial Code to sell the Trina Trade Name and Trina Trademark, and apply the proceeds of sale to Trina's obligations under the Loan Agreement; and

WHEREAS, Assignee is desirous of acquiring the Trina Trade Name and Trademark and has submitted the highest bid therefor, which bid has been accepted by Foothill;

NOW, THEREFORE, for the sum of \$120,000.00 (the "Purchase Price"), Assignor does hereby assign, transfer, and set over to Assignee, all of Assignor's right, title and interest, if any, in and to the Trina Trade Name and Trina Trademark, together with the good will of the business symbolized by the Trina Trademark and all surnames, registrations and applications for registration of the Trina Trademark, effective as of the date hereof.

Assignor agrees and directs that Assignee pay the Purchase Price to Foothill to be applied to Trina's indebtedness to Foothill under the Loan Agreement.

By its signature hereto, BankBoston acknowledges the release of its security interest in USPTO Registration No. 1042881 and agrees to take all action necessary to effect the same.

By its signature hereto, Foothill represents that it has the right to sell the Trina Trade Name and Trina Trademark.

Assignee hereby forever releases and discharges Assignor from any claims which Assignee, its successors and assigns, might have arising from or in connection with this transfer or any use of the Trina Trade Name and Trina Trademark.

Assignor has no knowledge of any claims having been asserted against or in respect of the use of the Trina Trade Name and Trina Trademark.

Assignor makes no representations or warranties as to the enforceability of the rights transferred hereunder.

WITNESS the following signatures.

TRINA, INC.
By: [Signature]
Title: PRESIDENT

STATE OF MASSACHUSETTS)
)
CITY/COUNTY OF Suffolk)

On this 11th day of September, 1997, before me appeared Pat [Signature], known by me to be the President of Trina, Inc., and he, being duly sworn, acknowledged that he is authorized to sign on behalf of the identified corporation, and that the aforesaid assignment occurred effective as of the date set forth therein.

[Signature]
Notary Public

(SEAL)

My commission expires: 11-27-98

BANKBOSTON, N.A.

By: Angelo Malini

Title: VICE PRESIDENT

STATE OF MASSACHUSETTS)

BOSTON)

CITY/COUNTY OF SUFFOLK)

On this 15th day of September, 1997, before me appeared ANGELO PACINI known by me to be the VICE PRESIDENT of BankBoston, N.A., and he, being duly sworn, acknowledged that he is authorized to sign on behalf of the identified corporation, and that the aforesaid assignment occurred effective as of the date set forth therein.

Paul R. Crimlisk

Notary Public

(SEAL)

Paul R. Crimlisk
NOTARY PUBLIC
My Commission expires Apr. 26, 2002

My commission expires: _____

FOOTHILL CAPITAL CORPORATION

By: Eugene R. Foye

Title: Vice President

COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF Henrico)

On this 22 day of September, 1997, before me appeared Eugene R. Foye, known by me to be the Vice President of Foothill Capital Corporation, and he, being duly sworn, acknowledged that he is authorized to sign on behalf of the identified corporation, and that the aforesaid assignment occurred effective as of the date set forth therein.

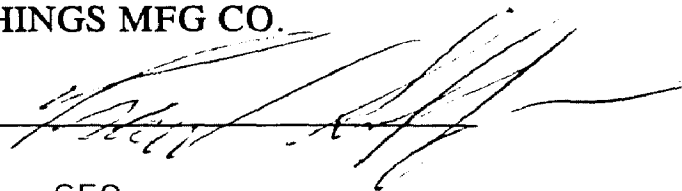
Michael J. [Signature]
Notary Public

(SEAL)

My commission expires: January 2, 2000

LIVING THINGS MFG CO.

By: _____



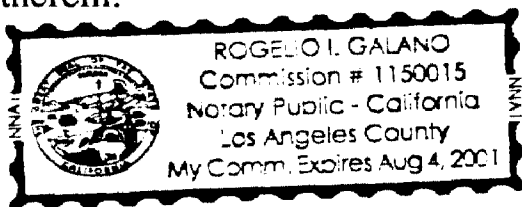
Title: _____

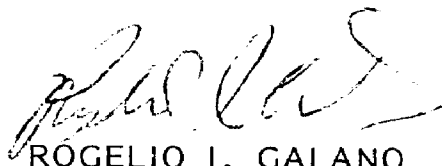
CEO

STATE OF CALIFORNIA)

CITY/COUNTY OF Los Angeles)

On this 12 day of September, 1997, before me appeared Isaac Soffer, known by me to be the Chief Executive Officer of Living Things Mfg Co., and he, being duly sworn, acknowledged that he is authorized to sign on behalf of the identified corporation, and that the aforesaid assignment occurred effective as of the date set forth therein.





ROGELIO I. GALANO
Notary Public

(SEAL)

My commission expires: AUGUST 4, 2001

399273.2

ASSIGNMENT

THIS ASSIGNMENT made this 11th day of September, 1997, by and among TRINA, INC. ("Trina"), a Delaware corporation, BANKBOSTON, N.A. ("BankBoston"), a national banking association formerly known as The First National Bank of Boston, Foothill CAPITAL CORPORATION ("Foothill"), a California corporation (collectively, "Assignor"), and LIVING THINGS MFG CO., a California corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Trina, Inc. has adopted, used and is using the trade name "TRINA" (the "Trina Trade Name") and the TRINA trademark (the "Trina Trademark") which is registered in the United States Patent and Trademark Office, Registration No. 1042281, dated June 29, 1976, and renewed June 29, 1996; and

WHEREAS, Trina, Inc. has granted a security interest in the Trina Trademark to BankBoston, by an assignment dated October 23, 1993, and recorded with the United States Patent and Trademark Office ("USPTO") on October 28, 1993 (Reel/Frame 1056/0163); and

WHEREAS, Trina has granted Foothill a security interest in all of its tangible and intangible assets (the "Trina Assets"), including the Trina Trade Name and Trina Trademark, to secure its obligations to Foothill under a Loan and Security Agreement, dated as of September 22, 1995 (the "Loan Agreement"); and

WHEREAS, pursuant to the terms of an Intercreditor and Subordination Agreement dated October 6, 1995, among First National Bank of Boston (now BankBoston), Trina and Foothill, BankBoston subordinated its security interest in the Trina Assets to Foothill's security interest in those assets until Trina's obligations to Foothill under the Loan Agreement are paid in full; and

WHEREAS, Trina is in default of its obligations to Foothill under the Loan Agreement and Foothill has exercised its rights under the Loan Agreement and Uniform Commercial Code to sell the Trina Trade Name and Trina Trademark, and apply the proceeds of sale to Trina's obligations under the Loan Agreement; and

WHEREAS, Assignee is desirous of acquiring the Trina Trade Name and Trademark and has submitted the highest bid therefor, which bid has been accepted by Foothill;

NOW, THEREFORE, for the sum of \$120,000.00 (the "Purchase Price"), Assignor does hereby assign, transfer, and set over to Assignee, all of Assignor's right, title and interest, if any, in and to the Trina Trade Name and Trina Trademark, together with the good will of the business symbolized by the Trina Trademark and all surnames, registrations and applications for registration of the Trina Trademark, effective as of the date hereof.

Assignor agrees and directs that Assignee pay the Purchase Price to Foothill to be applied to Trina's indebtedness to Foothill under the Loan Agreement.

By its signature hereto, BankBoston acknowledges the release of its security interest in USPTO Registration No. 1042881 and agrees to take all action necessary to effect the same.

By its signature hereto, Foothill represents that it has the right to sell the Trina Trade Name and Trina Trademark.

Assignee hereby forever releases and discharges Assignor from any claims which Assignee, its successors and assigns, might have arising from or in connection with this transfer or any use of the Trina Trade Name and Trina Trademark.

Assignor has no knowledge of any claims having been asserted against or in respect of the use of the Trina Trade Name and Trina Trademark.

Assignor makes no representations or warranties as to the enforceability of the rights transferred hereunder.

WITNESS the following signatures.

TRINA, INC.
By: [Signature]
Title: PRESIDENT

STATE OF MASSACHUSETTS)
CITY/COUNTY OF Suffolk)

On this 11th day of September, 1997, before me appeared Rob [Signature], known by me to be the President of Trina, Inc., and he, being duly sworn, acknowledged that he is authorized to sign on behalf of the identified corporation, and that the aforesaid assignment occurred effective as of the date set forth therein.

[Signature]
Notary Public

(SEAL)

My commission expires: 11-27-98

BANKBOSTON, N.A.

By: Angelo Malini

Title: VICE PRESIDENT

STATE OF MASSACHUSETTS)

BOSTON)

CITY/COUNTY OF SUFFOLK)

On this 15th day of September, 1997, before me appeared ANGELO MALINI known by me to be the VICE PRESIDENT of BankBoston, N.A., and he, being duly sworn, acknowledged that he is authorized to sign on behalf of the identified corporation, and that the aforesaid assignment occurred effective as of the date set forth therein.

Paul R. Crimlisk

Notary Public

(SEAL)

Paul R. Crimlisk
NOTARY PUBLIC
My Commission expires Apr. 26, 2002

My commission expires: _____

FOOTHILL CAPITAL CORPORATION

By: Eugene R. Foye

Title: Vice President

COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF Henrico)

On this 22 day of September, 1997, before me appeared Eugene R. Foye, known by me to be the Vice President of Foothill Capital Corporation, and he, being duly sworn, acknowledged that he is authorized to sign on behalf of the identified corporation, and that the aforesaid assignment occurred effective as of the date set forth therein.

Michael Lutz
Notary Public

(SEAL)

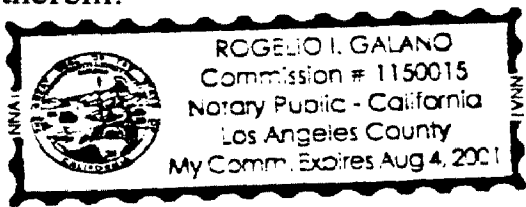
My commission expires: February 21, 2000

LIVING THINGS MFG CO.

By: [Signature]
Title: CEO

STATE OF CALIFORNIA)
)
CITY/COUNTY OF Los Angeles)

On this 12 day of September, 1997, before me appeared Isaac Soffer, known by me to be the Chief Executive Officer of Living Things Mfg Co., and he, being duly sworn, acknowledged that he is authorized to sign on behalf of the identified corporation, and that the aforesaid assignment occurred effective as of the date set forth therein.



[Signature]
ROGELIO I. GALANO
Notary Public

(SEAL)

My commission expires: AUGUST 4, 2001

399273.2

LAW OFFICES OF
JEROME JANGER

JEROME JANGER
MICHELE O. SAADEH

138 SOUTH LASKY DRIVE
BEVERLY HILLS, CALIFORNIA 90212
(310) 273-9966
FAX (310) 273-3176

June 5, 2003

Director, US Patent & Trademark Office
Box Assignment
Washington, D.C. 20231

Re: Trina Trademark Assignment
Registration No. 1402281

Dear Sir/Madam:

This office represents Living Things Manufacturing Company in connection with the assignment of the above-referenced trademark. Please find enclosed herein the assignment recording fee check not to exceed One Hundred Dollars (\$100.00). The attached cover sheet is being submitted pursuant to Section 503.03(e) of the Trademark Act.

If you have any further questions, please do not hesitate to contact the undersigned. Thank you for your courtesy and cooperation.

Sincerely,



Michele O. Saadeh

MOS:ddk

Trademark: Trina
Applicant: Living Things Manufacturing Co.
Reg. No.: 1402281
Page: One

1. The names of the parties conveying interest:

- (a) Trina, Inc., a Delaware corporation;
- (b) Bank Boston, N.A., a national banking association formerly known as The First National Bank of Boston; and
- (c) Foothill Capital Corporation, a California corporation.

2. The name and address of party receiving interest:

Living Things Manufacturing Co.,
a California corporation
7250 East Oxford Way
Commerce, CA 90040

3. Description of interest conveyed:

Assignment (attached hereto)

4. Serial or Registration Number: 1042281

5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed:

Michele O. Saadeh
LAW OFFICES OF JEROME JANGER
138 South Lasky Drive
Beverly Hills, CA 90212
(310) 273-9966
(310) 273-3176 Fax
e-mail: msaadeh@jangerlaw.com

FINANCE SECTION
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RECORDS

Trademark: Trina
Applicant: Living Things Manufacturing Co.
Reg. No.: 1402281
Page: Two

6. The date the document was executed:

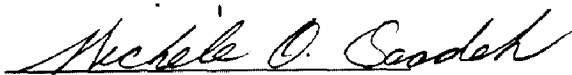
As of September 11, 1997

7. An indication that the assignee of a trademark application or registration who is not domiciled in the United States has designated a domestic representative:

Not Applicable

8. The signature of the party submitting the document:

LAW OFFICES OF JEROME JANGER

By: 
Michele O. Saadeh