

1-24-05

01-27-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/20)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

102927246
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

THK, Inc.

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

Citizenship (see guidelines)

Execution Date(s) December 6, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment ^{Copy Attached}
- Merger
- Security Agreement
- Change of Name
- Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Frank Najor

Internal Address:

Address:

Street Address: 5555 Jackson Dr. #204

City: La Mesa

State: CA

Country: USA Zip: 91942

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other individual Citizenship US

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No (s)

2089606

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Frank Najor

Internal Address:

Street Address: 5555 Jackson Dr. #204

City: La Mesa

State: CA Zip: 91942

Phone Number: (619) 644-3505

Fax Number: (619) 644-2301

Email Address:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Frank Najor

Name of Person Signing

1/6/2005

Date

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

2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22312-1460

01/26/2005 EC00PER 00000059 2089606

01 FC:8521

40.00 DP

TRADEMARK
REEL: 003105 FRAME: 0280

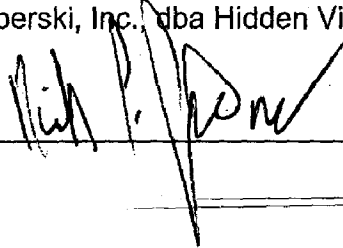
ACKNOWLEDGMENT

Reference is made to that certain Agreement For New York New York Cigarettes Trade Name executed December 6, 2004, by The Marketing Group USA by Frank Najor, December 6, 2004, by THK by Thamin Kalasho, and on December 9, 2004, by Hidden Villa Ranch by Philip K. Brunt. The purpose of this Acknowledgment is for the parties to confirm that The Marketing Group references Frank Najor as an individual doing business as The Marketing Group, that the references to Hidden Villa Ranch is to Luberski, Inc and the reference to THK is to T.H.K., Inc. And that they are the parties to that agreement.

Luberski, Inc. dba Hidden Villa Ranch

Dated: 1/11, 2005.

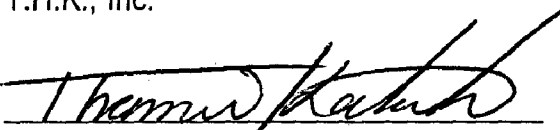
By:



T.H.K., Inc.

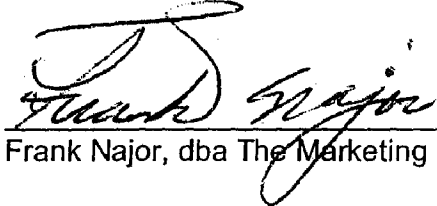
Dated: 1/6, 2005.

By:



Thamin Kalasho, President

Dated: 1/6, 2005.



Frank Najor, dba The Marketing Group USA

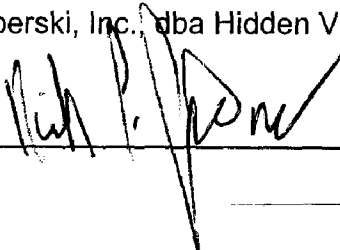
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Luberski, Inc. dba Hidden Villa Ranch

Dated: 1/11, 2005.


By:



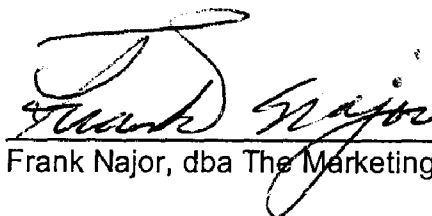
T.H.K., Inc.

Dated: 1/6/, 2005.

By:


Thamin Kalasho, President

Dated: 1/6/, 2005.


Frank Najor, dba The Marketing Group USA

AGREEMENT for New York New York Cigarettes Trade Name

This Agreement between THK and The Marketing Group USA (hereafter 'Marketing Group') is for THK to Assign the New York New York Trademark to Marketing Group USA for the Sum of \$50,000. Marketing Group will Pay THK \$1,000.00 per Month all Due and Payable in Two (2) years to THK from the Date of the signing this Agreement by Both of the above parties. THK makes no warranty relating to title, possession, quiet enjoyment, or the like in this Agreement as to the New York New York Trademark.

Hidden Villa Ranch will continue to hold Security Agreements against the New York New York Trademark and Marketing Group until all Debts are paid in full to both THK and Hidden Villa Ranch by Marketing Group:

Inventory:

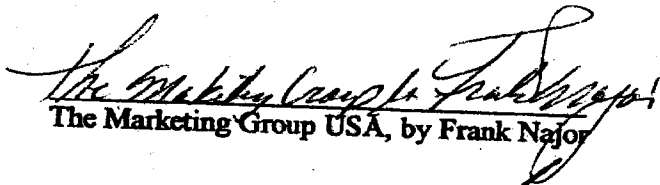
***New York New York inventory being held in an Idaho warehouse is to be sold by Marketing Group and the proceeds are to be paid to Hidden Villa Ranch at an agreed to price. Exhibit A.

***Remaining New York New York inventory is currently held in a Bonded warehouse in Mississippi, Exhibit B. Marketing Group shall make its best effort to assist THK to liquidate this inventory. Marketing Group USA agrees to provide THK the full line of New York New York cigarettes until THK is able to liquidate the entire inventory in Exhibit B. Marketing Group further agrees to get the New York New York trademark on the approved compliance list in the State of California so as to allow THK, through its wholesale and retail tobacco stores, to sell the remaining New York New York cigarette inventory in Mississippi.

***THK shall liquidate the 10 cases of New York New York cigarettes that were shipped to Las Vegas, Nevada and pay Hidden Villa Ranch the proceeds.

***Monies still owed to Hidden Villa Ranch by THK for the remaining inventory located in Mississippi in the amount of \$6,147.60 under its Inventory Agreement, shall be paid to Hidden Villa Ranch by Certified Check upon the signing of this Agreement.

***Upon final payments from THK to Hidden Villa Ranch in the amounts of \$6,147.60 and final payment for the 10 cases of New York New York cigarettes in Nevada, Hidden Villa Ranch shall remove the Security Agreement against THK.


The Marketing Group USA, by Frank Najor

12/6/04
Date


THK, by Thamin Kalasho

12/6/04
Date


Hidden Villa Ranch

12-9-04
Date

AGREEMENT for New York New York Cigarettes Trade Name

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The Marketing Group USA, by Frank Najor

12/6/04
Date


THK, by Thamin Kalasho

12/6/04
Date


Hidden Villa Ranch

12-9-04
Date