

Form PTO-1594  
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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.

5/18/06

1. Name of conveying party(ies):

100MC, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 5/8/06

2. Name and address of receiving party(ies)

Name: National Underpants, LLC

Internal

Address: \_\_\_\_\_

Street Address: 2725 Oakdale Avenue, 2nd Fl

City: San Francisco State: CA Zip: 94124

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Limited liability company

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

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

A. Trademark Application No.(s) 78/664,650

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Adam P. Siegman, Esq.

Internal Address: \_\_\_\_\_

Street Address: Greene Radovsky Maloney & Share LLP

Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Adam P. Siegman

Name of Person Signing

Signature

5/18/06

Date

05/22/2006 DBYRNE 00000156 78664650

Total number of pages including cover sheet, attachments, and document: 3

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

# ASSIGNMENT OF TRADEMARK APPLICATION

WHEREAS, 100MC, LLC, a California limited liability company, having its principal place of business at 12 East Sir Francis Drake Boulevard, Larkspur, CA 94939 (hereinafter referred to as "100MC"), is the owner of the trademark "National Underpants" (the "Mark") and the application for registration thereof known as US PTO Serial No. 78/664650 (the "Application"); and

WHEREAS, National Underpants, LLC, a California limited liability company, having its principal place of business at 2725 Oakdale Avenue, Second Floor, San Francisco, California 94124 (hereinafter referred to as "NU"), is desirous of acquiring all rights, title and interest in and to the Mark and the Application;

NOW, THEREFORE, for good and valuable consideration received by 100MC from NU, the receipt of which in full is hereby acknowledged by 100MC:

1. May 8 100MC sells, assigns, transfers, quitclaims and sets over to NU, effective as of May 8, 2006, any and all right, title and interest 100MC may have in and to the Application and the Mark, together with the goodwill of the business symbolized by the Mark.

Without limiting the generality of the foregoing:

A. 100MC assigns to NU, effective as of May 8, 2006, all right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark.

May 8 B. 100MC sells, assigns, transfers and quitclaims to NU, effective as of May 8, 2006, all rights and interest acquired by 100MC pursuant to the terms and provisions of any contract, written or oral, license, deed, assignment or other document by which 100MC became vested with the ownership of or acquired or retained any other interest in the Mark.

2. 100MC hereby covenants and agrees to cooperate with NU, whereby the latter may enjoy to the fullest extent the rights, title and interest herein conveyed.

3. 100MC hereby represents and warrants that there has been no assignment, contract or understanding entered into with third parties in conflict herewith.

