

12-07-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

12-7-98



100853844

Tab settings

To the Honorable Commissioner

ed original documents or copy thereof.

1. Name of conveying party(ies):

Blus Corporation
NNN Partnership
Anglofranchise UK Ltd.

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

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

2. Name and address of receiving party(ies):

Name: ANGLOFRANCHISE USA

Internal Address:

Street Address: 7554 Melrose Ave

City: Los Angeles State: CA ZIP: 90046

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 1-1-98

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

A. Trademark Application No.(s)

TM

B. Trademark registration No.(s)

1,863,666
1,743,048

Additional numbers attached? Yes No

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

Name: SASSON OSHER

Internal Address: TR1 (213) 324 1111

SASSON OSHER

Anglofranchise USA

Street Address: 7554 Melrose Ave

City: L.A. State: CA ZIP: 90046

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):

\$ 185

- 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

895

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.

Sasson Osher
Name of Person Signing

Signature

12-7-98
Date

Total number of pages comprising cover sheet:

89

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REG. NO.: 1,863,666)
MARK: BOY)
INT'L CLASS: 14, 18 & 25)

TRADEMARK ASSIGNMENT

WHEREAS, Anglofranchise, Ltd., a United Kingdom company, with its principal place of business at 37 Sheepfold Lane, Amersham, Bucks HP7 9EJ, United Kingdom, (hereinafter, "Assignee"), is the registered owner of the trademark BOY LONDON (Registration Number 1,863,666, registered in the United States Patent and Trademark Office on November 22, 1994; hereinafter, the "Mark") or may have other rights to the Mark; and

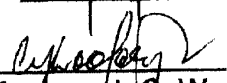
WHEREAS, Anglofranchise USA, a California Partnership, with its principal place of business at 7554 Melrose Ave. Los Angeles, California, 90046, (hereinafter, "Assignor"), is desirous of acquiring the Mark and all of Assignor's right, title and interest in the Mark, plus the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, on this 1st day of January, 1998, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mark, and the registration therefore; namely Registration Number 1,863,666, together with the goodwill of the business symbolized by the Mark and any and all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement of the Mark prior to the date hereof.

Assignor:

Anglofranchise Ltd.

Date: 26/11/1998

By: 
Mr. Joseph C. Woo
Managing Director

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REG. NO.: 1,863,666)
MARK: BOY)
INT'L CLASS: 14, 18 & 25)

TRADEMARK ASSIGNMENT

WHEREAS, NNN Partnership, a California partnership, with its principal place of business at 256 South Robertson Boulevard, Beverly Hills, California, 90211 (hereinafter, "Assignee"), is the registered owner of the trademark BOY (Registration Number 1,863,666, registered in the United States Patent and Trademark Office on November 22, 1994; hereinafter, the "Mark"); and

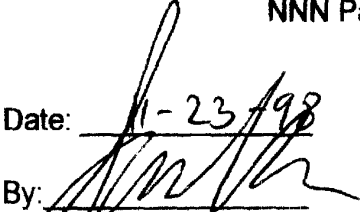
WHEREAS, Anglofranchise USA, a California Partnership, with its principal place of business at 7554 Melrose Ave. Los Angeles, California, 90046, (hereinafter, "Assignor"), is desirous of acquiring the Mark and all of Assignor's right, title and interest in the Mark, plus the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, on this 15th day of January, 1998, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mark, and the registration therefore; namely Registration Number 1,863,666, together with the goodwill of the business symbolized by the Mark and any and all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement of the Mark prior to the date hereof.

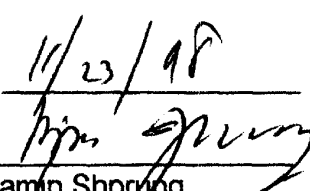
Assignor:

NNN Partnership

Date: 11-23-98

By: 
Mr. Sasson Osher
General partner

Date: 11/23/98

By: 
Mr. Benjamin Shprung
General partner

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REG. NO.: 1,863,666)
MARK: BOY)
INT'L CLASS: 14, 18 & 25)

TRADEMARK ASSIGNMENT

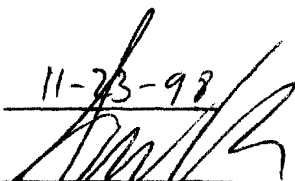
WHEREAS, BLUS Corporation, a California corporation, with its principal place of business at 7521 Melrose Avenue, Los Angeles, California, 90046 (hereinafter, "Assignee"), is the registered owner of the trademark BOY (Registration Number 1,863,666, registered in the United States Patent and Trademark Office on November 22, 1994; hereinafter, the "Mark"); and

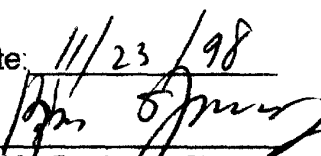
WHEREAS, Anglofranchise USA, a California Partnership, with its principal place of business at 7554 Melrose Ave. Los Angeles, California, 90046, (hereinafter, "Assignor"), is desirous of acquiring the Mark and all of Assignor's right, title and interest in the Mark, plus the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, on this 1st day of January, 1998, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mark, and the registration therefore; namely Registration Number 1,863,666, together with the goodwill of the business symbolized by the Mark and any and all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement of the Mark prior to the date hereof.

Assignor:

BLUS Corporation

Date: 11-23-98
By: 
Mr. Sasson Osher
Authorized Officer

Date: 11/23/98
By: 
Mr. Benjamin Shprung
Authorized Officer

**TRADEMARK
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

REG. NO.: **1,743,048**)
MARK: **BOY LONDON**)
INT'L CLASS: **14, 18 & 25**)

TRADEMARK ASSIGNMENT

WHEREAS, BLUS Corporation, a California corporation, with its principal place of business at 7521 Melrose Avenue, Los Angeles, California, 90046 (hereinafter, "Assignee"), is the registered owner of the trademark BOY LONDON (Registration Number 1,743,048, registered in the United States Patent and Trademark Office on December 29, 1992; hereinafter, the "Mark"); and

WHEREAS, Anglofranchise USA, a California Partnership, with its principal place of business at 7554 Melrose Ave. Los Angeles, California, 90046, (hereinafter, "Assignor"), is desirous of acquiring the Mark and all of Assignor's right, title and interest in the Mark, plus the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, on this 1st day of January, 1998, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mark, and the registration therefore; namely Registration Number 1,743,048, together with the goodwill of the business symbolized by the Mark and any and all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement of the Mark prior to the date hereof.

Assignor:

BLUS Corporation

Date: 11-23-98

By: 

Mr. Sasson Osher
Authorized Officer

Date: 11/23/98

By: 

Mr. Benjamin Shprung
Authorized Officer

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REG. NO.: 1,743,048)
MARK: BOY LONDON)
INT'L CLASS: 14, 18 & 25)

TRADEMARK ASSIGNMENT

WHEREAS, NNN Partnership, a California partnership, with its principal place of business at 256 South Robertson Boulevard, Beverly Hills, California, 90211 (hereinafter, "Assignee"), is the registered owner of the trademark BOY LONDON (Registration Number 1,743,048, registered in the United States Patent and Trademark Office on December 29, 1992; hereinafter, the "Mark"); and

WHEREAS, Anglofranchise USA, a California Partnership, with its principal place of business at 7554 Melrose Ave. Los Angeles, California, 90046, (hereinafter, "Assignor"), is desirous of acquiring the Mark and all of Assignor's right, title and interest in the Mark, plus the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, on this 1st day of January, 1998, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mark, and the registration therefore; namely Registration Number 1,743,048, together with the goodwill of the business symbolized by the Mark and any and all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement of the Mark prior to the date hereof.

Assignor:

NNN Partnership

Date: 11-23-98
By: [Signature]
Mr. Sasson Osher
General Partner

Date: 11/23/98
By: [Signature]
Mr. Benjamin Shprung
General Partner

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REG. NO.: 1,743,048)
MARK: BOY LONDON)
INT'L CLASS: 14, 18 & 25)

TRADEMARK ASSIGNMENT

WHEREAS, Anglofranchise, Ltd., a United Kingdom company, with its principal place of business at 37 Sheepfold Lane, Amersham, Bucks HP7 9EJ, United Kingdom, (hereinafter, "Assignee"), is the registered owner of the trademark BOY LONDON (Registration Number 1,743,048, registered in the United States Patent and Trademark Office on December 29, 1992; hereinafter, the "Mark") or may have any other rights to the Mark; and

WHEREAS, Anglofranchise USA, a California Partnership, with its principal place of business at 7554 Melrose Ave. Los Angeles, California, 90046, (hereinafter, "Assignor"), is desirous of acquiring the Mark and all of Assignor's right, title and interest in the Mark, plus the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, on this 15th day of January, 1998, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mark, and the registration therefore; namely Registration Number 1,743,048, together with the goodwill of the business symbolized by the Mark and any and all claims and demands at law or in equity that Assignor now has or may hereafter acquire on account of any infringement of the Mark prior to the date hereof.

Assignor:

Anglofranchise Ltd.

Date: 26/11/1998

By: [Signature]
Mr. Joseph C. Woo
Managing Director

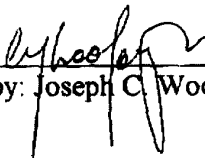
AGREEMENT

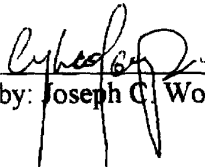
50.
Anglofranchise ~~UK~~ Ltd, Anglofranchise HK Ltd, BLUS Corporation, NNN Partnership, Mr. Joseph C. Woo, Mr. Benjamin Shprung and Mr. Sasson Osher hereby agrees and declares as follow:

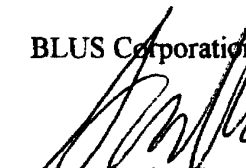
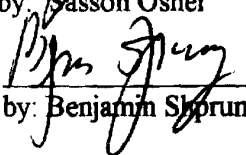
1. A new company, in the name of ANGLOFRANCHISE USA ("ANG-USA") to be formed as of January 15th 1998
2. The trademarks "BOY LONDON" P.T.O. Reg. No. 1,743,048 and "BOY" P.T.O. Reg. No. 1,863,666 (collectively, "TM") will be registered irrevocably to the name of ANG-USA.
3. All of the parties above, in any capacity, shall execute a trademark assignment of the TM to the benefit of ANG-USA.
4. In the event of a sublicense agreement or the sale of ANG-USA to an unrelated party, the earnings will be shared as follows:
 Benjamin Shprung: Thirty-seven and one half percent (37.5%)
 Sasson Osher: Thirty-seven and one half percent (37.5%)
 sa Anglofranchise ~~UK~~ Ltd.: Twenty-five percent (25%)
5. Anglofranchise ~~UK~~^{LTD} shall have the first right of refusal in case of sublicense or sale.


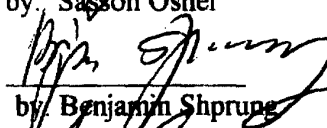
The undersigned agreed to the above:

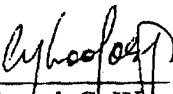
Anglofranchise UK Ltd. Anglofranchise ~~UK~~ Ltd. BLUS Corporation NNN Partnership

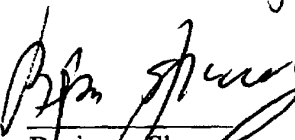

by: Joseph C. Woo

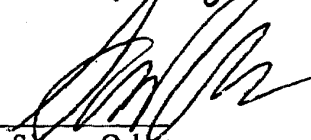

by: Joseph C. Woo


by: Sasson Osher

by: Benjamin Shprung


by: Sasson Osher

by: Benjamin Shprung


Joseph C. Woo
as an individual


Benjamin Shprung
as an individual


Sasson Osher
as an individual