

RE

10-08-1999

SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

-Y



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10/5/99

To the Honorable Commissioner of F.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Daniel J. Goodman, Jr.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: August 28, 1999

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

Name: The Green Hornet, Inc.

Internal Address: c/o Loeb & Loeb LLP

Street Address: 10100 Santa Monica Boulevard, Suite 2200

City: Los Angeles State: CA ZIP: 90067

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nevada
- 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

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

A. Trademark Application No.(s)

75/537,256; 75/537,253; 75/536,884; 75/535,984;  
75/535,982; 75/264,773

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: David W. Grace

Internal Address: Loeb & Loeb LLP

Street Address: 10100 Santa Monica Boulevard,

Suite 2200

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: [ 6 ]

7. Total fee (37 CFR 3.41) \$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

12-1820

(Attach duplicate copy of this page if paying by deposit account)

10/07/1999 DNGUYEN 00000264 75537256

DO NOT USE THIS SPACE

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01 FC:481 40.00 OP  
02 FC:482 125.00 OP

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.

David W. Grace

Name of Person Signing

Signature

Date

24 Sept 1999

Total number of pages including cover sheet, attachments, and document: [ 2 ]

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

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 001971 FRAME: 0640

TRADEMARK ASSIGNMENT

WHEREAS, Daniel J. Goodman, Jr. is a citizen of the United States , having a place of business at 29129 Gladiolus Drive, Canyon Country, California 91351 ("Assignor");

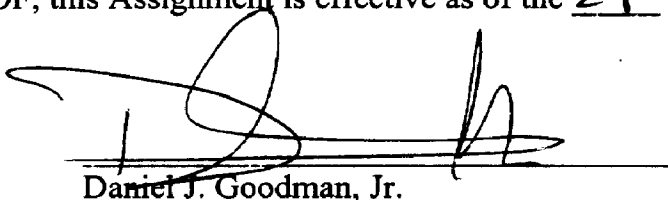
WHEREAS, The Green Hornet, Inc. is a corporation organized and existing under the laws of the state of Nevada, c/o Loeb & Loeb LLP, 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, California ("Assignee");

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, absolutely and forever, all its right, title, and interest, whether statutory or at common law, in and to the mark BLACK BEAUTY (the "Mark"), together with the goodwill of the business symbolized by the Mark, and all corresponding registrations and applications, including Application Serial Nos. 75/537,256, 75/537,253, 75/536,884, 75/535,984, 75/535,982, and 75/264,773, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to cease all further use of the Mark and that it will not at any time challenge the exclusive right of Assignee to use the Mark.

Assignor agrees to execute any further papers and to do such other acts as may be necessary or convenient to vest full title in and to the Mark and other corresponding rights in the Assignee or to otherwise effectuate the intent of this agreement.

IN WITNESS WHEREOF, this Assignment is effective as of the 28 day of Aug, 1999.



Daniel J. Goodman, Jr.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ (Seal)