

10-16-2001

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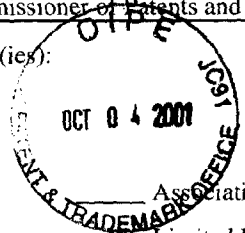
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):  
 Fuerte Corporation

Individual(s) \_\_\_\_\_ Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_  
XX Corporation - California \_\_\_\_\_  
 Other \_\_\_\_\_

Add'l name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies):  
 Name: Venami Pty., Ltd.  
 Internal Address: \_\_\_\_\_  
 Street Address: 136 Clarinda Street  
 City: Parks, New South Wales State: Australia ZIP: 2870  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
X Corporation - Australia \_\_\_\_\_  
 Other: \_\_\_\_\_

3. Nature of conveyance:  
X Assignment \_\_\_\_\_ Merger \_\_\_\_\_  
 Security Agreement \_\_\_\_\_ Change of Name \_\_\_\_\_  
 Other \_\_\_\_\_

Execution Date: September 17, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes \_\_\_\_\_ No XX  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached? Yes \_\_\_\_\_ No X

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,179,031

Additional numbers attached? Yes \_\_\_\_\_ No X

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Norman Zafman, Esq.  
 Internal Address:  
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN  
 Street Address: 12400 Wilshire Boulevard  
Seventh Floor  
 City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41) .....\$ 40.00  
X Enclosed  
X Authorized to be charged to deposit account

8. Deposit account number:  
02-2666

DO NOT USE THIS SPACE

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.*

Norman Zafman, Esq.  
 Name of Person Signing

[Signature]  
 Signature

October 4, 2001  
 Date

I hereby certify that this correspondence is being transmitted with the United States Postal Service. Total number of pages including cover sheet, attachments, and document: 4

Express Mail (Label No. EL651820955015)  
 an envelope addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231  
 on October 4, 2001  
 (Date of Deposit)  
[Signature] (Date)

10/15/2001 01 FC-481 40.00 UP 0400238 1179031

**ASSIGNMENT OF TRADEMARK AND  
THE UNITED STATES REGISTRATION THEREOF**

WHEREAS, Fuerte Corporation, a corporation organized and existing under the laws of the State of California, having a place of business at \_\_\_\_\_ ("ASSIGNOR"), acquired and used, and thereby owns, all rights, title and interests in and to the trademark QUICKSILVER and United States registration thereof, namely U.S. Registration Number 1,179,031 dated November 24, 1981 (the "Mark" and "Registration", respectively), along with the goodwill of the businesses appurtenant to said Mark; and

WHEREAS, Venami Pty., Ltd., a corporation organized and existing under the laws of Australia, having a place of business at 136 Clarinda Street, Parks, New South Wales, 2870, Australia (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire rights, title and interest in and to the Mark and Registration identified above and the goodwill associated with the Mark, and ASSIGNOR is willing to assign the same to ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR by these presents does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Mark and Registration, and the attendant goodwill symbolized by the Mark, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action, and/or claims for damages by reason of the infringement of the Mark, which actions and/or claims arose prior to the date of execution hereof.

ASSIGNOR hereby represents and warrants that, except as it may have otherwise disclosed to ASSIGNEE, (i) it has acquired and used and therefore is, the sole owner of the Mark and the goodwill associated therewith and the United States Registration thereof; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the United States Registration thereof is not the subject of any cancellation proceeding in the United States Patent and Trademark Office; and (iv) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Mark and Registration which would be breached or otherwise violated by the foregoing assignment of the Mark and Registration. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to


establish ASSIGNEE as owner of record of the Mark and Registration in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Mark and Registration is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

FUERTE CORPORATION  
("ASSIGNOR")

Dated: 17/9/01, 2000

By:   
SHANE KEAT M.D. PRESIDENT  
Name, Title

State of New South Wales

County of AUSTRALIA } SS

On this 17th day of September ~~2000~~ before me, SHANE PATRICK KENNEDY  
the undersigned Notary Public, personally appeared SHANE NEIL KEAR  
\_\_\_\_\_ 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.

Shane Kennedy  
Notary's Signature 9700123  
JUSTICE OF THE PEACE