

10-22-2008



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To the Director of the U. S. Patent and Trademark Office at the new address(es) below.

1. Name of conveying party(ies):

Overbreak, LLC

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

Other Limited Liability Company

Citizenship (see guidelines) Nevada, USA

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: TOL, Inc

Internal Address: 19720 Ventura Blvd.

Street Address: 19720 Ventura Blvd.

City: Woodland Hills

State: CA

Country: U.S.A. Zip: 91364

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship California, USA
- Other Citizenship

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) May 7, 2008

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

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)

3025078

Additional sheet(s) attached?  Yes  No

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

Etre

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

Name: Elizabeth Risha

Internal Address:

Street Address: 523 Inverness Dr.

City: La Canada

State: CA Zip: 91011

Phone Number: (818) 790-3022

Fax Number: (818) 790-9978

Email Address: EKRisha@aol.com

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:

Elizabeth Risha

Signature

10-16-08

Date

Elizabeth Risha Esq.

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0949 or mailed to P.O. Box 1450, Alexandria, VA 22313-1450

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# ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered on May 7, 2008 by and between Overbreak, LLC ("Assignor") and TOL, Inc. ("Assignee") (collectively referred to as the "Parties").

**Whereas**, Assignor is the owner of the registered trademark "ETRE" pursuant to USPTO Registration Number 3025078 (the "Mark"); and

**Whereas**, Assignor wishes to assign its rights in the Mark to Assignee.

**Now, Therefore**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. ASSIGNMENT:** Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Mark, including, but not limited to: (i) all registration rights with respect to the Mark, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Mark, and (iv) all income, royalties or claims relating to the Mark due or payable on or after the date of this Assignment.

**2. ASSIGNOR'S REPRESENTATIONS:** Assignor represents and warrants (i) that Assignor is the exclusive owner of the Mark, (ii) that Assignor possesses all rights, title and interest in and to the Mark, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Mark do not infringe on the rights of any other person or entity, and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

**3. CONTINUING OBLIGATIONS:** Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

**4. BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

**5. GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

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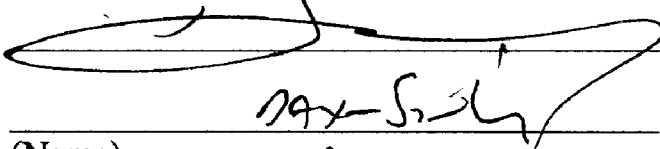
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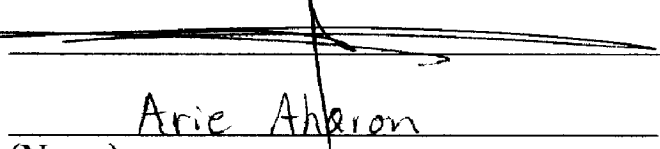
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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

**ASSIGNOR: OVERBREAK, LLC**

  
\_\_\_\_\_  
(Name) Max S. S. S.  
\_\_\_\_\_  
(Position) Assoc.

**ASSIGNEE: TOL, INC.**

  
\_\_\_\_\_  
(Name) Arie Aheron  
\_\_\_\_\_  
(Position)