



07-24-2003

Form PTO-1595  
(Rev. 10/02)

RECO

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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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): 7-18-03

CENTIS INC.

a California corporation

(f/k/a 20th Century Plastics, Inc.)

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Execution Date: 06/30/2003

2. Name and address of receiving party(ies)

Name: New Century Direct, LLCInternal Address: John K. Kidwell, ManagerStreet Address: 205 South Puente StreetCity: Brea State: CA Zip: 92821Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 29/081,112 and29/078,205B. Patent No.(s) D407,435 andD418,161Additional numbers attached? ☐ Yes ☒ No

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

Name: Guth|Christopher LLPInternal Address: Rachael A. Simonoff, Esq.Street Address: 10866 Wilshire Boulevard

Suite 1250

City: Los Angeles State: CA Zip: 900246. Total number of applications and patents involved: 47. Total fee (37 CFR 3.41).....\$ 160.00☒ Enclosed☐ Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

9. Signature.

Robert E. Annas, Jr., Chief Restructuring Ofcr  
Name of Person Signing  
SignatureJune 30, 2003  
DateTotal number of pages including cover sheet, attachments, and documents: 7Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
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# ASSIGNMENT OF PATENTS AND INVENTIONS

June 30, 2003

THIS ASSIGNMENT OF PATENTS AND INVENTIONS (this "Assignment Agreement") is made and entered into as of June 30, 2003 ("Effective Date"), by and between Centis Inc., a California corporation (f/k/a 20<sup>th</sup> Century Plastics, Inc.) (the "Assignor") and New Century Direct, LLC, a California limited liability company (the "Assignee").

WHEREAS, New Century Direct Marketing Inc., a New York corporation, Assignor and Assignee have entered into an Asset Purchase Agreement dated May 30, 2003 (the "Purchase Agreement");

WHEREAS, the parties have agreed pursuant to the Purchase Agreement that, as a condition to the consummation of the transactions contemplated by the Purchase Agreement, the United States Bankruptcy Court for the Central District of California shall enter an order approving this assignment and shall discharge all liens against and security interests in the assets to be assigned under this Assignment Agreement;

WHEREAS, the Assignor owns the various inventions, patents, patent applications and other intellectual property and other assets further referenced below; and

WHEREAS, the parties desire that the Assignee own the Assignor's entire right, title and interest in and to all the various inventions, patents, patent applications and other intellectual property and other assets further referenced below (together with the goodwill of the business associated therewith, the "Transferred Property"), and including all Federal, State, and foreign registrations of the same heretofore granted or applied for, any and all common law rights pertaining to such Transferred Property in the United States, any state thereof, and in foreign countries.

NOW, THEREFORE, in consideration of the premises and the promises and mutual covenants set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment.

The Assignor hereby assigns, transfers, sets over, delivers and otherwise conveys to the Assignee its entire right, title and interest, in the United States, any state thereof, and in foreign countries, as of the date first written above, in and to all of the following which are owned by Assignor and exclusively used in the operation of the business to be acquired by Assignee pursuant to the Purchase Agreement:

- (i) all inventions (whether patentable or not patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, divisions, continuations, continuations-in-part, revisions, renewals, extensions and reexaminations thereof or their equivalent in any and

all countries, including, without limitation, those patents and patent applications listed in Schedule A annexed hereto;

(ii) all trade secrets and confidential information (including, without limitation, ideas, concepts, research and development, know-how, processes, methods, techniques, technical data, designs, drawings, specifications, customer and prospect and other mail lists, supplier and vendor lists, pricing and cost information, manuals, and business, technical and marketing plans and proposals);

(iii) all copies and tangible embodiments of all of the foregoing described in paragraphs (i) and (ii) above in any form or medium;

(iv) any and all past and present rights and powers, whether statutory, under common law or otherwise, which have accrued or may accrue to the Assignor, of any and all kind or nature in connection with foregoing described in paragraphs (i) through (iii) above;

(v) all licenses, covenants not to sue, agreements and other contracts, and all renewals, extensions, supplements and continuations thereof, relating to any of the foregoing described in paragraphs (i) through (iv) above;

(vi) any and all past, present or future income, royalties or claims for damages (including the right to sue for and collect such damages) in connection with any of the foregoing described in paragraphs (i) through (v) above, including damages by reason of past and future infringement;

and all of the foregoing are to be held and enjoyed by the Assignee and its successors and assigns to the full end of any applicable terms, plus any extensions that may be available to the Assignee and which are subsequently elected by the Assignee.

## 2. Authorizations.

Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office and with the comparable entities in foreign countries singly by Assignee to record the transfer of the patents in Schedule A to Assignee. Accordingly, without further consideration, the Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks of the United States or any other appropriate empowered official of the United States or any applicable foreign jurisdiction:

(i) to record the transfer of any and all inventions, patents, patent applications or other intellectual property or other assets which come within the classes described in Article 1, to the Assignee as assignee of the Assignor's entire right, title and interest therein; and

(ii) to issue any and all patents resulting from inventions and applications for patents, including, without limitation, those listed in Schedule A, or any diversions, reissues, continuations (in whole or in part), renewals, extensions, substitutes or re-examinations thereof to the Assignee as assignee of the Assignor's entire right, title and interest therein.

3. Future Assurances

Assignor further assures Assignee that upon reasonable request by Assignee, it shall from time to time execute and deliver any and all further documents and writings and perform such other reasonable actions which may be or become necessary or expedient to effectuate and carry out the Assignment of patents in Schedule A or to vest, perfect or confirm title to the patents in Schedule A.

4. Acceptance by the Assignee.

The Assignee hereby accepts this Assignment Agreement from the Assignor assigning from the Assignor to the Assignee its entire right, title and interest in and to all the inventions, patents, patent applications and other intellectual property and other assets which come within the classes described in Article 1.

5. Certain Interpretations

Wherever used herein, the term "including" means "including, but not limited to."

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Assignment Agreement as of the date first written above

CENTIS INC.

By: [Signature]

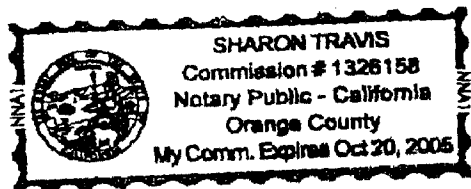
Date: 6/26/2003

Title: CEO

STATE OF California )  
 ) SS.  
COUNTY OF Orange )

On this 26 day of June, 2003 there appeared before me Robert E. Anner Jr personally known to me, who acknowledged that he signed the foregoing Assignment Agreement as his voluntary act and deed on behalf and with full authority of Centis Inc.

[SEAL]



[Signature]  
Notary Public

NEW CENTURY DIRECT, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2003 there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment Agreement as his voluntary act and deed on behalf and with full authority of New Century Direct, LLC.

[SEAL]

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Assignment Agreement as of the date first written above

CENTIS INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2003 there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment Agreement as his voluntary act and deed on behalf and with full authority of Centis Inc.

[SEAL]

\_\_\_\_\_  
Notary Public

NEW CENTURY DIRECT, LLC

By: *John K. Kidwell*

Date: June 27, 2003

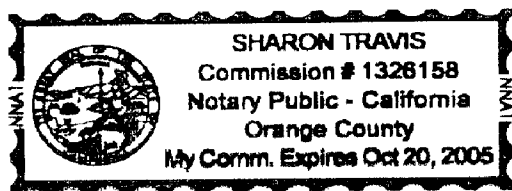
Title: Managing Member

STATE OF Calif )  
 ) SS.  
COUNTY OF Orange )

On this 27 day of June, 2003 there appeared before me John K. Kidwell, personally known to me, who acknowledged that he signed the foregoing Assignment Agreement as his voluntary act and deed on behalf and with full authority of New Century Direct, LLC.

[SEAL]

*Sharon Travis*  
Notary Public



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