

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	09/23/2005
CONVEYING PARTY DATA	
Name	Execution Date
Eric A Klein	01/17/2006
RECEIVING PARTY DATA	
Name:	JJK Industries, L.P.
Street Address:	6425 S I H 35, #105-134
City:	Austin
State/Country:	TEXAS
Postal Code:	78744-4230
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6419649
Patent Number:	6572569
Application Number:	09543050
Application Number:	10100933
CORRESPONDENCE DATA	
Fax Number:	(713)238-8008
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-238-8049
Email:	CRogers@conleyrose.com
Correspondent Name:	Charles J. Rogers
Address Line 1:	600 Travis Street, Suite 7100
Address Line 4:	Houston, TEXAS 77002-2912
ATTORNEY DOCKET NUMBER:	2431-00000
NAME OF SUBMITTER:	Charles J. Rogers

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PATENT

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**Total Attachments: 7**

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## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into between JJK Industries, L.P., a Texas limited partnership ("JJK"), and KPlus, Inc., a California corporation ("KPlus"), Eric A. Klein ("Klein"), Silver Moon Concepts, Inc. and Silver Moon Concepts, LLC, a Florida corporation and limited liability company (collectively "SMC"), and Michael N. Gouda ("Gouda"). KPlus, Klein, SMC, and Gouda are collectively referred to herein as "KPlus/Klein/SMC/Gouda." JJK and KPlus/Klein/SMC/Gouda are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Klein is the owner of United States Patent No. 6,419,649, entitled "Erotic Stimulation Device" ("the '649 Patent").

WHEREAS, SMC is the owner of United States Trademark Registration No. 3,028,370 for the mark "tiggler" for use in connection with "body jewelry" in International Class 014 ("the Tiggler® Trademark Registration").

WHEREAS, in addition to the '649 Patent and the Tiggler® Trademark Registration, KPlus/Klein/SMC/Gouda individually or collectively own and possess further additional intellectual property rights, assets, and information related to the Tiggler® products, such as related foreign patent applications, copyrightable works, common law trademarks and trade dress, Internet domain name registrations, and commercial information (e.g. customer and vendor lists, cost and sale pricing data) related to the Tiggler® products.

WHEREAS, KPlus/Klein/SMC/Gouda desire to transfer and assign to JJK all right, title, interest, and possession of all intellectual property rights, assets, and commercial information related to the Tiggler® products.

All parties acknowledge through this Agreement that JJK is the exclusive owner of all intellectual property rights related to the Tiggler® products, and JJK is the exclusive worldwide manufacturer and distributor of the Tiggler® product lines and all related products and accessories. The effective date of this Agreement is September 23, 2005 ("Effective Date").

NOW, THEREFORE, in consideration of the covenants and promises referred to herein, the Parties agree as follows:

## Intellectual Property

### 1. Patents

(a) Klein warrants that he is the owner of the following issued patents and patent applications related to the Tiggler<sup>®</sup> products:

#### United States Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Named Inventor(s)</u>	<u>Title</u>
6,419,649	July 16, 2002	Eric A. Klein	Erotic Stimulation Device
6,572,569	June 3, 2003	Eric A. Klein	Erotic Stimulation Device

#### United States Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Named Inventor(s)</u>	<u>Title</u>
09/543,050	April 5, 2000	Eric A. Klein	Erotic Stimulation Device
10/100,933	April 29, 2002	Eric A. Klein	Erotic Stimulation Device

#### Foreign Patent Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Country/Treaty</u>
PCT/US01/11093	April 4, 2001	Patent Cooperation Treaty ("PCT")
2001251338	October 16, 2002	Australia
2,408,298	October 4, 2002	Canada
01924709.7	October 29, 2002	European Patent Office ("EPO")

(b) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Klein has agreed to and does hereby sell, assign, and transfer to JJK, its successors and assigns, the entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to the foregoing United States issued patents, United States patent application, and foreign patent applications, and all reissues, renewals, and extensions thereof, all reexamination certificates therefor, and any divisionals, continuations, and continuations-in-part based thereon, and the inventions disclosed therein, and any and all patents of any country which have been or may be granted on any of the aforesaid patents, patent applications, or on said inventions or any part thereof, including Klein's full right to sue for and recover for past, present, and future infringements; including specifically, without limiting the generality of the foregoing, the United States patents, the United States patent applications, and the foreign patent applications listed above, and the inventions disclosed therein. These assigned rights are to be held and enjoyed by JJK, its successors and assigns, to the full ends of the respective terms full for which the patents have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Klein had this sale and assignment not been made.

(c) KPlus/Klein/SMC/Gouda warrant that there are no outstanding fees, expenses, or costs owed to any third parties such as government agencies or attorneys/agents prosecuting any of the pending patent applications or maintaining any of the issued patents assigned to JJK through this Agreement. To the extent that there are any such fees, expenses, or costs outstanding, JJK shall be entitled to apply the amount as an offset as to any sums due to be paid by JJK to KPlus/Klein/SMC/Gouda.

(d) Klein hereby agrees to execute without further consideration any further lawful documents and any further assurances, and any non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may reasonably be deemed necessary by JJK, its successors, or assigns fully to secure its interest as aforesaid in and to said inventions or any part thereof, and in and to said several patents or any of them. KPlus/Klein/SMC/Gouda further covenant that each of them will, upon request, use his/its reasonable best efforts to provide JJK promptly with pertinent facts and documents in his/its possession, custody, or control relating to the inventions disclosed in the assigned patents and patent applications, and will use his/its reasonable best efforts to arrange for the proper party to testify as to the same in any interference, litigation, or proceeding related thereto and will use his/its reasonable best efforts to promptly execute and deliver to JJK or its legal representatives papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce said patents and any equivalents thereof, which may be necessary or desirable to carry out the purposes thereof.

(e) Other than the "Exclusive License Agreement" dated April 2002 between Klein/KPlus and SMC, KPlus/Klein/SMC/Gouda covenant that none of them has granted any right or license to make, use, import, sell, or offer to sell said inventions to anyone other than JJK, that prior to the execution of this Agreement, Klein's right, title, and interest in said inventions have not been otherwise encumbered, and that KPlus/Klein/SMC/Gouda have not executed and will not execute any instrument in conflict herewith. KPlus/Klein/SMC/Gouda agree that although some terms of the "Exclusive License Agreement" dated April 2002 between Klein/KPlus and SMC may remain enforceable as between Klein/KPlus and SMC, the "Exclusive License Agreement" dated April 2002 shall be considered void and unenforceable in all respects as to JJK and all others, being terminated and superseded by this Agreement.

(f) KPlus/Klein/SMC/Gouda warrant that none of them hold title to any intellectual property rights, including patents, which could be asserted to exclude JJK from practicing the inventions disclosed in the assigned properties, and KPlus/Klein/SMC/Gouda hereby covenant that none of them will enforce against JJK, its successor(s) in interest, or its customers (including end users), any such intellectual property rights to exclude JJK, its successor(s) in interest, or its customers (including end users), from practicing the inventions disclosed in the assigned properties.

## 2. Trademarks

(a) SMC warrants that it is the owner of the following United States trademark application and registration related to the Tiggler<sup>®</sup> products:

<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Mark</u>
78/501,025	3,028,370	October 16, 2004	tiggler
78/129,675	Abandoned	May 17, 2002	THE TIGGLER, etc.

(b) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SMC hereby sells, assigns, and transfers to JJK all right, title, and interest in the above-listed trademark application and registration, together with that part of the good will of SMC's business connected with the use of and symbolized by the trademarks.

(c) KPlus, Inc. warrants that it is the owner of the following United States trademark registration related to the Tiggler<sup>®</sup> products:

<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Mark</u>
76/355,176	2,731,393	January 7, 2002	KISS+

(d) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KPlus hereby sells, assigns, and transfers to JJK all right, title, and interest in the above-listed trademark registration, together with that part of the good will of KPlus's business connected with the use of and symbolized by the trademarks.

(e) KPlus/Klein/SMC/Gouda hereby agree that none of them will interfere with JJK's use or registration of JJK's "POWER TO PLEASE" trademark, for which JJK has a pending application for registration with the United States Patent and Trademark Office, Application Serial No. 78/340,623.

## 3. Other Intellectual Property

To the extent that KPlus/Klein/SMC/Gouda individually or collectively own any other intellectual property rights related to the Tiggler<sup>®</sup> products, including but not limited to copyrights, common law trademarks and trade dress, trade secrets or confidential information, KPlus/Klein/SMC/Gouda hereby sell, assign, and transfer to JJK all right, title, and interest in and to any such intellectual property along with the foregoing assigned properties.

### Internet Domain Name Registrations

KPlus/Klein/SMC/Gouda desire to transfer ownership of the following Internet domain name Registrations from KPlus/Klein/SMC/Gouda to JJK:

1. kiss-plus.com
2. thetiggler.com
3. tiggler.com
4. tongue-vibrator.com
5. tonguevibrator.net
6. vibratingbarbell.com
7. vibratingbodyjewelry.com
8. vibratorbarbell.com
9. vibratortonguebarbell.com

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KPlus/Klein/SMC/Gouda hereby agree to transfer to JJK the above-listed Internet domain name Registrations. In order to transfer these Internet domain name Registrations, KPlus/Klein/SMC/Gouda agree to promptly respond to any requests to authorize the transfer of the domain name Registrations to JJK, which may be authorization e-mail requests sent from JJK's transferee Registrar to the Administrative Contact e-mail address for each Registration. KPlus/Klein/SMC/Gouda agree to make sure that the Administrative Contact e-mail address for each Registration is updated to ensure that the authorization e-mail requests can be received. KPlus/Klein/SMC/Gouda warrant that they have (prior to the execution of this Agreement) contacted the current Registrar and Registry for each of the above-listed Registration numbers 2-9 to make sure that each Registration has been removed from a "lock status" (whether "Registrar-Lock" or "Registry-Lock") to ensure that the Administrative Contact can authorize the transfer. KPlus/Klein/SMC/Gouda hereby consent to the attached Order Compelling Transfer of Internet Domain Name Registrations.

### Commercial Information

KPlus/Klein/SMC/Gouda hereby agree to promptly transfer to JJK all customer and vendor lists, cost and sale pricing data, and all similar commercial information related to the Tiggler® products.

### Miscellaneous

Warranties. Each Party warrants that there are no commitments or restrictions that would limit the rights which are purported to be granted in this Agreement.

No Waiver. The failure of any Party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent

or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any obligation hereunder.

Amendment. This Agreement may be changed, modified or amended only by an instrument in writing duly executed by all of the Parties hereto. Any such amendment shall be effective as of such date as may be determined by the Parties hereto.

Governing Law and Forum Selection. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Texas, excluding any choice of law rules that could otherwise refer the matter to the laws of another jurisdiction. The Parties hereby consent to the exclusive jurisdiction and venue of the courts in Harris County, Texas for all disputes arising out of or relating to this Agreement.

Severability. If any provision of this Agreement is held to be unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent that it is deemed unenforceable, and in all other respects this Agreement shall remain in full force and effect; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

No Partnership or Agency. It is expressly agreed that the Parties to this Agreement are not partners, joint venturers, principals, or agents of each other. Neither Party shall have authority to act for or bind the other in any manner and neither Party shall have authority to make representations or warranties, or to create obligations or debts, that would be binding upon the other.

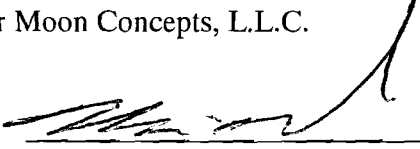
Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing Parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.



IN WITNESS WHEREOF, the Parties to this Assignment Agreement have duly executed this Agreement as of the Effective Date and in multiple originals.

Silver Moon Concepts

Silver Moon Concepts, L.L.C.

By: 

Name: Michael N. Gouda

Title: Managing Member

Date: 1/17/2006

Silver Moon Concepts, Inc.

By: 

Name: Michael N. Gouda

Title: President

Date: 1/17/2006

Gouda

Michael N. Gouda

By: 

Michael N. Gouda

Date: 1/17/2006

Klein

Eric A. Klein

By: 

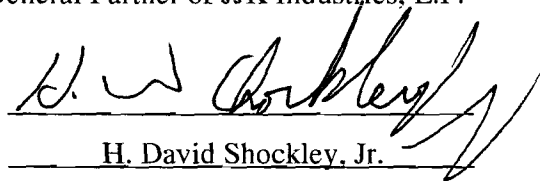
Eric A. Klein

Date: Jan 17, 2006

JJK

JJK Industries, L.P.

By: BNC Management, L.L.C.  
General Partner of JJK Industries, L.P.

By: 


Name: H. David Shockley, Jr.

Title: President

Date: 1-17-06

KPlus

KPlus, Inc.

By: 

Name: Eric A. Klein

Title: President

Date: Jan 17, 2006