

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

PNC Bank, National Association

- 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: 02/28/2003

2. Name and address of receiving party(ies)

Name: Willitts Designs International, Inc.

Internal

Address:

Street Address: 1129 Industrial Avenue

City: Petaluma State: CA Zip: 94952

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,178,898

2,184,426

Additional number(s) attached Yes No

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

Name: Kenji Iida

Internal Address:

Street Address: 1717 Embarcadero Road

City: Palo Alto State: CA Zip: 94303

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501493

DO NOT USE THIS SPACE

9. Signature.

Kenji Iida

Name of Person Signing



Signature

09/09/03

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK RECORDATION FORM COVER SHEET
PAGE 2 of 2

Name of Conveying Party: PNC Bank, National Association
Name of Receiving Party: Willitts Designs International, Inc.

Continuation of Item 4.B. Trademark Registration Numbers

2,017,563
2,020,702
2,191,178
2,184,425
2,140,928
2,140,929
1,998,120
2,062,558
2,099,129
2,666,821
2,663,695
2,336,789
2,354,635
2,392,325
2,409,474

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of this 28th day of February, 2003, by PNC Bank, National Association, in its capacity as Agent and Sole Lender, with an office located at 70 East 55th Street, 14th Floor, New York, New York 10022 ("Assignor") to Willitts Designs International, Inc., a California corporation, 1129 Industrial Avenue, Petaluma, California 94952 ("Assignee").

WHEREAS, Assignor has a properly perfected security interest in certain personal property of Cast Art Industries, LLC, ("Debtor") including but not limited to the registered trademarks, trademark applications, and all rights and benefits relating thereto identified on Exhibit A annexed hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, the indebtedness secured by the Trademarks is in default, and Assignor has the right to foreclose upon and assign said Trademarks pursuant to Section 9-610 of the Uniform Commercial Code as enacted and as amended in the State of New York (the "Code");

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, the Trademarks pursuant to this Assignment;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration more particularly described in that certain Secured Party Bill of Sale of even date executed and delivered by Assignor to Assignee, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 9-610 of the Code, Assignor does hereby grant, bargain, sell, assign, transfer and convey unto Assignee, its successors and assigns, all right, title and interest of Debtor in and to the Trademarks described on Exhibit A hereto, upon and subject to the terms described herein.

ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, WITH RESPECT TO THE TRADEMARKS. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS.

ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TRADEMARKS OR PRODUCTS IN ANY WAY RELATED THERETO, BY ANY INADEQUACY OF THE TRADEMARKS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNOR'S OR ASSIGNEE'S NEGLIGENCE OR

TRADEMARK

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OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS ASSIGNMENT OR THE TRADEMARKS. ASSIGNEE SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES (INCLUDING LEGAL EXPENSES) AND ATTORNEY FEES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY ASSIGNOR, ASSIGNEE, OR ANY OTHER PARTY IN CONNECTION WITH THE TRADEMARKS, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT).

ASSIGNEE ACKNOWLEDGES THAT: (i) THE TRADEMARKS BEING ASSIGNED PURSUANT TO THIS ASSIGNMENT MAY BE SUBJECT TO ONE OR MORE LICENSE AGREEMENTS OR SIMILAR AGREEMENTS AND THAT THE ASSIGNMENT OF SUCH TRADEMARKS IS SUBJECT TO ALL TERMS AND CONDITIONS THEREOF; (ii) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE RELATING THERETO; AND (iii) ASSIGNOR SHALL HAVE NO LIABILITY OR OBLIGATION THEREFOR OR THEREUNDER.

ASSIGNEE ACKNOWLEDGES THAT: (i) ASSIGNOR HAS NOT PERFORMED ANY SEARCHES (OTHER THAN UNIFORM COMMERCIAL CODE SEARCHES) TO DETERMINE THE EXISTENCE OF ANY OTHER SECURED PARTIES WITH RESPECT TO THE INTELLECTUAL PROPERTY IDENTIFIED ON EXHIBIT A ANNEXED HERETO; (ii) ASSIGNEE HAS EITHER CONDUCTED SUCH OTHER SEARCHES AS IT DEEMS NECESSARY AND APPROPRIATE TO DETERMINE THE EXISTENCE OF ANY SUCH SECURED PARTIES OR HAS HAD AN OPPORTUNITY TO DO SO, BUT HAS ELECTED NOT TO DO SO; (iii) ASSIGNOR HAS NOT SENT A NOTIFICATION OF DISPOSITION TO ANY PERSON OR ENTITY THAT MAY HAVE A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY WHOSE EXISTENCE MAY HAVE BEEN DETERMINED AS A RESULT OF SUCH OTHER SEARCHES; AND (iv) IT IS SATISFIED AS TO THE OWNERSHIP AND LIEN STATUS OF SUCH INTELLECTUAL PROPERTY.

Assignee acknowledges that Assignor has made no representation or warranty concerning the Trademarks. ASSIGNEE IS TAKING AN ASSIGNMENT OF THE TRADEMARKS "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Trademarks subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, liens, charges, and encumbrances that are now existing or hereafter are incurred, assessed or imposed on the Trademarks (except for the liens and security interests of Assignor in and to the Trademarks) or as a result of the ownership or sale of the Trademarks. Assignee hereby agrees to hold Assignor harmless from and any and all taxes, liens, charges and encumbrances that are now existing (except for the liens and security interests of Assignor in and to the Trademarks) or are hereafter incurred, assessed or imposed on the Trademarks or as result of the ownership of the Trademarks.

EXHIBIT A**REGISTERED TRADEMARKS****DREAMSICLES**

C1 14 75/025181	Registered Reg. No. 2,178,898 6th yr: 2004	08/04/98
C1 16 75/025184	Registered Reg. No. 2,184,426 6th yr: 2004	08/25/98
C1 20 75/024437	Registered Reg. No. 2,017,563 6th Yr: Filed: 08/22/2002	11/19/96
C1 21 75/024364	Registered Reg. No. 2,020,702 6th Yr: Filed: 08/22/2002	12/03/96
C1 24 75/025190	Registered Reg. No. 2,191,178 6th Yr: 2004	09/22/98
C1 28 75/024365	Registered Reg. No. 2,184,425 6th Yr: 2004	08/25/98

DREAMSICLES W/CLOUD & STARS DESIGN

C1 20 75/260551	Registered Reg. No. 2,140,928 6th Yr: 2004	03/03/98
C1 21 75/260552	Registered Reg. No. 2,140,929 6th Yr: 2004	03/03/98

DREAMSICLES HEAVENLY CLASSICS (STYLIZED)

C1 21 74/687700	Registered Reg. No. 1,998,120 6th Yr: Filed: 08/19/2002	09/03/96
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DREAMSICLES & ME (STYLIZED)

C1 20 74/687699	Registered Reg. No. 2,062,558 6th yr: 2003	05/20/97
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DREAMSICLES KIDS (STYLIZED)

C1 20 74/141772	Registered Reg. No. 2,099,129 6th yr: 2003	09/23/97
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DREAMSICLES FLYING CIRCUS

C1 20 75/782391	Registered Reg. No. 2,666,821 6 th yr: 2008	12/24/2002
C1 21 75/782533	Registered Reg. No. 2,663,695 6 th yr: 2008	12/17/2002

ANGEL HUGS

C1 20 75/548438

Registered

03/28/00

Rcg. No. 2,336,789 6th Yr: 2006

C1 28 75/548439

Registered

06/06/00

Reg. No. 2,354,635 6th Yr: 2006

NORTHERN LIGHTS

C1 20 75/697437

Registered

10/03/00

Rcg. No. 2,392,325 6th Yr: 2006

C1 21 75/696607

Registered

11/28/00

Reg. No. 2,409,474 6th Yr: 2006