

07-26-2000



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

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01 Fc:481  
02 Fc:482

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150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002108 FRAME: 0675

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Deborah A. Crabbe, Attorney

*Deborah Crabbe*

March 13, 2000

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of November 15, 1999 by and between KeyBank National Association ("Assignor"), doing business at P.O. Box 11500, 1119 Pacific Avenue, Tacoma, WA 98411-5500, in favor of DreamTime, Inc. ("Assignee"), doing business at 343 Soquel Avenue, Suite 271, Santa Cruz, CA 95062.

### RECITALS

A. Assignor had a first-priority security interest in substantially all of the assets of Beso de Luna, Inc. ("BdL"). Assignor perfected its security interest by filing one or more UCC-1 financing statements with the Washington Secretary of State. After BdL defaulted, Assignor exercised its rights as a secured party and non-judicially foreclosed its security interest in the assets pursuant to the Agreed Order Awarding KeyBank Possession of Collateral dated August 4, 1999 ("Replevin Order"). BdL stipulated in the Replevin Order that Assignor had a perfected security interest in BdL's general intangibles. A copy of the Replevin Order is attached to this Assignment as **Exhibit A**.

2. BdL adopted the marks listed on **Exhibit B** attached to this Assignment (collectively, together with all other trademarks, trade names, service marks, service names and trade dress of BdL, called the "Trademarks.")

3. Assignor sold the business and most of the assets formerly owned by BdL to Assignee pursuant to a Bill of Sale dated September \_\_, 1999. The assets that were sold pursuant to the Bill of Sale included all or substantially all of BdL's goodwill, inventory, labels, marketing materials, packaging materials, and promotional materials. The Trademarks were displayed on some of the inventory, labels, marketing materials, packaging materials, and promotional materials. The assets that were sold pursuant to the Bill of Sale also included all intellectual property and intangibles of BdL except trademarks, trade names and copyrights. Assignor now wishes to transfer the Trademarks to Assignee on the terms set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Representations and Warranties.

1.1 Assignor has not entered into any assignment, license or other agreement giving any third party the right to use or exploit in any manner any of the Trademarks or applications to register any Trademarks.

1.2. Assignor believes that pursuant to the Replevin Order and otherwise as set forth in Recital A above Assignor has the full right, power, authority and legal capacity to assign and transfer all rights in and to the Trademarks to Assignee and to otherwise execute and perform this Assignment.

1.3. Assignor has not sought to register any Trademarks.

1.4. Each of the Recitals to this Assignment is true and is incorporated herein.

2. Assignment of Rights. Assignor sells, conveys, assigns, transfers and delivers to Assignee all right, title and interest in and to the Trademarks, all applications for registration of Trademarks, and all related goodwill.

3. Scope. This Assignment is effective worldwide and extends to all right, title and interest in and to the Trademarks in the United States of America and in any and all other countries throughout the world in perpetuity.

4. Payment. As consideration for the assignment set forth herein, Assignee shall upon execution and delivery of this Assignment, pay to Assignor the sum of Five Hundred Dollars (\$500).

5. Further Action and Documentation. To effectuate the assignment and transfer of the Trademarks, Assignor shall execute any additional documents, register any Trademarks or interests therein with the United States Patent and Trademark Office, and take any other action, reasonably requested by Assignee to perfect its ownership register any of the Trademarks. For example, and without limiting the meaning or effect of the preceding sentence, Assignor is prosecuting an action against BdL and others in King County, Washington Superior Court, Case No. 99-2-17193-4SEA. To the extent necessary to obtain and transfer to Assignee good title to the Trademarks, Assignor shall register the Replevin Order and its judgment in that action with the United States Trademarks Office.

6. Miscellaneous.

6.1 This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6.2 This Assignment contains the entire understanding of the parties with respect to the subject matter hereof. This Assignment supersedes all prior and contemporaneous agreements, understandings, negotiations or discussions, written or oral, to the extent they are inconsistent herewith. This Assignment may not be modified except in writing signed by representatives of the parties.

6.3 In any dispute in any forum concerning the enforcement or interpretation of this Assignment the prevailing party shall recover, in addition to any other sums to which it may be entitled, its reasonable costs and attorneys fees.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized officers as of the date first set forth above.

ASSIGNOR:

KEYBANK NATIONAL ASSOCIATION

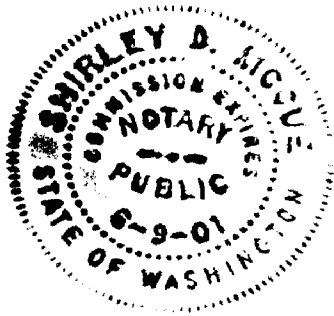
By: Judy John

Date: 3/2/00

State of Washington )  
  :SS  
County of PIERCE )

On this 2nd day of March, in the year 2000, before me SHIRLEY D. McLUKE, the undersigned notary public, personally appeared Judy John, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as VP of KeyBank National Association, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person, acted, executed the instrument.

WITNESS my hand and official seal.



Sh. D. McLuke  
Notary Public

RESIDING IN TACOMA  
MY COMMISSION EXPIRES 6-9-01

**EXHIBIT B**

The following marks were adopted by Beso de Luna and registered with the U.S. Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
PEACEFUL JOURNEY	2149151	April 7, 1998
EASE YOUR MIND	2138856	February 24, 1998
BESO DE LUNA DREAM TOOLS AND COMFORTS	2000956	September 17, 1996
WARM EMBRACE	1967017	April 9, 1996
KISS OF MORNING	1965764	April 2, 1996
KISS OF PEACE	1964292	March 26, 1996
<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
KISS OF TRANQUILITY	75-422584	November 17, 1998