

MED 5-19-98

05-21-1998

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECORDS/TRA



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RECEIVED DEPARTMENT OF COMMERCE Patent and Trademark Office

MAY 19 1998

RECEIPT ACCEPTING COPY

Tab settings

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

1. Name of conveying party(ies):

FPG International Corp. (corporation of New York)

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State of New York, Other

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

2. Name and address of receiving party(ies)

Name: VCG Photographic Holdings, LLC Internal Address: C/O United News & Media, Inc. Street Address: Two World Trade Center, Suite 5500 City: New York State: NY ZIP: 10048

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited liability company of Delaware

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Correction of previous recorded

Assignment Reel 1647, Frame 0680 to include Execution Date: July 18, 1997 applications

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

A. Trademark Application No.(s)

75/313,599 75/313,674

B. Trademark Registration No.(s)

1,632,664 1,705,590 1,906,489

Additional numbers attached? Yes No

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

Name: MARIA A. SAVIO, ESO. Internal Address: GOTTLIEB RACKMAN & REISMAN

05/21/1998 JSHABAZZ 00000087 75313674

01 FC:481 40.00 DP 02 FC:482 100.00 DP Street Address: 270 Madison Avenue

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Maria A. Savio Name of Person Signing

Signature

May 14, 1998 Date

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

REF ID: A10-29-1997  
100560753

Tab settings

To the Honorable Commissioner of Patents

and original documents or copy thereof.

1. Name of conveying party(ies):

MRD  
FPB International Corp. 10-17-97  
(Corporation of New York)

- 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

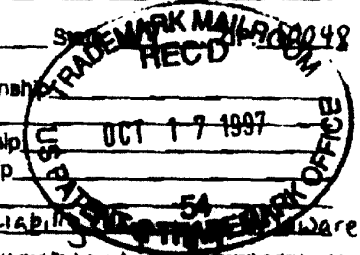
Execution Date: July 18, 1997

2. Name and address of receiving party(ies)

Name: VCG Photographic Holdings, LLC.  
Internal Address: % United News + Media, Inc.  
Street Address: Two World Trade Center Suite 5500  
City: New York

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability

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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

FPB - 1,632,669  
Photo HAIRU - 1,906,489  
FPB International + design 1,705,590

Additional numbers attached?  Yes  No

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

Name: KALOW SPRINGET + BRESSLER

Internal Address: 43rd FL

Street Address: 380 Lexington Ave

City: NY State: NY ZIP: 10168

6. Total number of applications and registrations involved: 3

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0171

(Attach duplicate copy of this page if paying by deposit account)

Fee OK

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9. 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.

Laura E Smith  
Name of Person Signing

Laura C Smith  
Signature

10-17-97  
Date

Total number of pages including cover sheet, attachments, and document: 1

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

## ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF U.S. TRADEMARKS (the "Assignment") made by FPG International Corp., a New York corporation with its principal office located at 32 Union Square East, New York, New York 10003 ("Assignor"), to VCG Photographic Holdings LLC, a Delaware limited liability company with its principal office located at c/o United News & Media, Inc., Two World Trade Center, Suite 5550, New York, New York 10048 ("Assignee"). Capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor, MAG Investments Limited, a company incorporated under the laws of England and Wales, and Assignee have entered into an Asset Purchase Agreement, dated as of June 13, 1997, as amended by an Amendment thereto, dated as of the date hereof (as so amended, the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee the Assets, including the Intellectual Property Assets;

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, together with any additions thereto between the date of the Asset Purchase Agreement and the date hereof (the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks;

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

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Assigned Marks, the registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than Permitted Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that such

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TRADEMARK  
REEL: 1647 FRAME: 0681

TRADEMARK  
REEL: 1728 FRAME: 0474

Assignor has or may have in profits and damages for infringements past, present or future of the Assigned Marks, including but not limited to the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made.


2. Assignor hereby agrees that Assignor shall at any time, and from time to time after the Closing, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Asset Purchase Agreement and render effective the consummation of the transactions contemplated hereby and thereby.

3. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York.

4. This Assignment shall be binding upon and inure to the benefit of Assignee and its heirs, successors and assigns.


IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed as of this 18th day of July, 1997.

FPG INTERNATIONAL CORP.

By:   
Jessica Brackman  
Chairman

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 17<sup>th</sup> day of July, 1997, before me personally came Jessica Brackman to me known, who being by me duly sworn, did depose and say that she resides at 25 Fifth Avenue, Apartment 9A, New York, New York 10003; that she is the Chairman of FPG International Corp., the corporation described in and which executed the above instrument for the purposes and consideration therein expressed; and that she signed her name thereto by order of the Board of Directors of such corporation.

  
Notary Public

JAMES J. KIM  
Notary Public, State of New York  
No. 41-5080410  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires June 18, 1998

**SCHEDULE I**

**Assigned Marks**

<b><u>Registered Marks</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
FPG	1,632,664	January 22, 1991
Photo Haiku	1,906,489	July 18, 1995
FPG International (and design)	1,705,590	August 4, 1992

**[Unregistered Marks\*  
Selects]**

Schedule Missing  
Assigned Applications

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\* No applications have been filed or registrations issued with respect to these items.

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RECORDED: 10/17/1997

TRADEMARK  
REEL: 1647 FRAME: 0685  
TRADEMARK  
REEL: 1728 FRAME: 0478

**SCHEDULE OF REGISTRATIONS AND APPLICATIONS**

<u>MARK</u>	<u>Registration No.</u>	<u>Registration Date</u>
FPG	1,632,664	January 22, 1991
FPG INTERNATIONAL (AND DESIGN)	1,705,590	August 4, 1992
PHOTO HAIKU	1,906,489	July 18, 1995

<u>MARK</u>	<u>Application No.</u>	<u>Filing Date</u>
HISTORICAL SELECTS	75/313,599	June 23, 1997
REAL LIFE	75/313,674	June 23, 1997