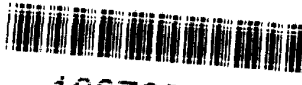
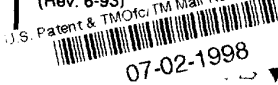


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To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Hasco International, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Missouri) <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Photographic Services, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>330 E. Maple, #P</u></p> <p>City: <u>Troy</u> State: <u>MI</u> ZIP: <u>48083</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Michigan</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: - <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>12/18/97</u></p>	

<p>4. Application number(s) or patent number(s):</p> <table border="0"> <tr> <td data-bbox="116 945 824 1150"> <p>A. Trademark Application No.(s) <u>75/213,297</u></p> </td> <td data-bbox="824 945 1534 1150"> <p>B. Trademark Registration No.(s)</p> </td> </tr> </table> <p>Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>A. Trademark Application No.(s) <u>75/213,297</u></p>	<p>B. Trademark Registration No.(s)</p>
<p>A. Trademark Application No.(s) <u>75/213,297</u></p>	<p>B. Trademark Registration No.(s)</p>		

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Carol J. Hamilton</u></p> <p>Internal Address: <u>Herzog, Crebs & McGhee, One City Centre - 24th Floor LLP</u></p> <p>Street Address: <u>515 N. 6th Street</u></p> <p>City: <u>St. Louis</u> State: <u>MO</u> ZIP: <u>63101</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account (If enclosed check is deficient)</p> <p>8. Deposit account number: <u>03-0942</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Carol J. Hamilton Carol J. Hamilton 7/2/98
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

Whereas, Hasco International, Inc., a Missouri corporation, "assignor", in business at 3613 Mueller Road, St. Charles, Missouri 63301, has adopted and is using or intends to use the service mark "JUST FOR KIDS" in interstate commerce in the form shown on the application for registration (with intent to use) filed in the U.S. Patent and Trademark Office on December 16, 1996 for which the filing receipt is attached hereto, for the following services: photography services, namely, portrait photography in international class 042; and

Whereas, Hasco International, Inc. has filed an application in the United States Patent and Trademark Office for registration of the above service mark on the principal register, with Serial No. 75/213297 based on its bona fide intent to use the mark in commerce, and has/has not filed an allegation of use of the mark under Section 1(c) or 1(d) of the Trademark Act; and

Whereas, Photographic Services, Inc., in business at P.O. Box 99486, Troy, Michigan 48098, is acquiring the entire business of the assignor or portion thereof to which the mark pertains as required by 15 USC sec. 1060, and desires to acquire said mark and the goodwill associated with it;

Now, Therefore, in consideration of One and 00/100 (\$1.00) Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Hasco International, Inc., as assignor, does hereby assign unto the said Photographic Services, Inc., all worldwide rights, title and interest in and to the said mark, together with the goodwill of the business symbolized by the mark, all standards and control exercised over quality of services with which the mark is associated, and all rights, title and interest in and to the above identified application for registration of said mark, and any rights to resulting registration of said mark, rights under any application derivative from this or related applications, or for the same or similar marks, and all rights to the mark and those similar marks for which there is a likelihood of confusion with the above referenced mark, and all claims against any infringing party, worldwide, that now exist or hereafter arise.

The Commissioner of Patents and Trademarks is requested to issue any certificate of registration to said assignee.

Hasco International, Inc. hereby represents that its first date of use in interstate commerce for the above referenced mark was _____, 19__, it has not previously abandoned the mark or any application filed for registration thereof with the U.S. Patent and Trademark Office, and has not transferred, conveyed, licensed or abandoned any rights to anyone other than the assignee herein as to

the service mark, registration or application for registration described in this document, and has taken all other steps necessary to continue prosecution of the above described application for registration, and has not been informed registration has occurred, or that the application has been rejected or abandoned or registration opposed or challenged. Henceforth, assignee will be the exclusive owner of the mark and the goodwill it represents, and assignor agrees to refrain from using said mark or any mark confusingly similar thereto for the services described herein. Hasco International, Inc. agrees to execute any further assignment of service mark rights and related applications and registrations requested by assignee as to the service mark(s) described herein, as assignee determines are necessary or appropriate to its perfecting of ownership therein.

In Witness Whereof, Hasco International, Inc. has caused this document to be executed by its duly authorized representative on the 18 day of December, 1997.

Witness:

Carol A. Pearl
Carol A. Pearl

Hasco International, Inc.

By: Raymond W. Harmon
Its: Chairman / C.S.O.

State of Michigan }
County of Oakland } ss

Before me, a Notary Public, personally appeared Raymond W. Harmon who stated that he is the CEO of Hasco International, Inc., a Missouri corporation, and acknowledged that the foregoing instrument was executed on behalf of the corporation by authority of its Board of Directors, and is the free act and deed of such corporation.

Richard A. [Signature]
Notary Public, Oakland County, MI
My commission expires: 6-13-98

Photo tmassign1