

12-29-1998



The  
Box # 100931234  
Washington, D.C. 20231

emarks

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OPR/FINANCE

Dear Sir:

Please record the attached original ASSIGNMENT. One (1) trademark registration is involved in this ASSIGNMENT.

1. Conveying Party: Cardxpress Vending, Inc.  
a Corporation of the State of Delaware
2. Receiving Party: Foto Fantasy, Inc.  
63 Range Road  
Windham, New Hampshire 03087  
a Corporation of the State of Delaware
3. This is a notarized assignment instrument with a schedule (2 pages).  
This instrument assigns all rights, title, and interest.  
Execution Date: November 1, 1998
4. Trademark Registration No. (1,885,891), registered March 28, 1995.  
Additional numbers attached? NO
5. Please address all correspondence to: Thomas L. Bohan  
Thomas L. Bohan & Associates  
371 Fore Street  
Portland, Maine 04101
6. Total number of applications and registrations involved: One (1)
7. The \$40.00 recording fee is enclosed herewith.
9. 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.

12/24/1998 DNGUYEN 00000161 1885891  
01 FC:481 40.00 OP

Sincerely,  
  
Thomas L. Bohan  
Attorney for Assignee  
371 Fore Street  
Portland, Maine 04101  
Tel. No. 207-773-3132

Total no. of pages comprising cover sheet: 2

MD 12-21-98

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, dated as of November 1, 1998, is executed by CARDXPRESS VENDING, INC., a Delaware corporation (the "Assignor"), in favor of FOTO FANTASY, INC., d/b/a Fantasy Entertainment, a Delaware corporation (the "Assignee").

WHEREAS, the Assignor and the Assignee have entered into a certain Asset Purchase Agreement dated as of November 1, 1998 (the "Purchase Agreement"), pursuant to which the Assignee has acquired certain of the assets of the Assignor; and

WHEREAS, pursuant to the Purchase Agreement, on the terms and subject to the conditions contained in the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in certain trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor agrees as follows:

The Assignor hereby assigns to the Assignee all of the Assignor's rights, title and interest in and to the trademarks described on Schedule A, attached hereto, together with the goodwill of the business associated therewith and the right to sue third parties for infringement and to recover damages for past and future infringement of such trademarks.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks to be duly executed under seal as of and on the date first written above.

CARDXPRESS VENDING, INC., Assignor

By: *Pierre Saez*  
Name: PIERRE SAEZ  
Title: E.V.P.

State of New Hampshire )  
County of Rockingham )

On this 30 day of November, 1998, before me personally appeared Pierre Saez, to me personally known, who, being by me duly sworn, did say that he is the E.V.P. of CARDXPRESS VENDING, INC., and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

*Linda Swas*  
Notary Public  
My Commission Expires: 9-15-02

**SCHEDULE A**

<b><u>TRADEMARKS</u></b>	<b><u>SERIAL #</u></b>	<b><u>REG. NO.</u></b>	<b><u>STATUS</u></b>	<b><u>FILED</u></b>	<b><u>REGISTERED- DATE</u></b>
FOTO FUN EXPRESS	74492556	1885891	Registered	2/22/94	3/28/95

TRADOCs: 1147155.1 (\_15f01!.doc)