

02-25-1999



100972539

MPN 2/19/99

To the Assistant Commissioner for Trademarks. Please record the attached original document or copy thereof.

<p>1. Name of conveying party(ies): Walltalkers, Inc., an Illinois corporation</p> <p>Additional name(s) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <hr/> <p>3. Nature of Conveyance</p> <p><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: January 29, 1999</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: RJF International Corporation, an Ohio corporation</p> <p>Internal Address:</p> <p>Street Address: 3875 Embassy Parkway Fairlawn, Ohio 44333</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
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4. Application number(s) and/or registration number(s):

If this document is being filed together with a new application, the execution date of the application is _____.

<p>A. Trademark Application No(s):</p>	<p>B. Trademark Registration No(s):</p> <table border="0"> <tr> <td>2,143,431</td> <td>2,065,652</td> <td>2,037,806</td> </tr> <tr> <td>2,139,665</td> <td>2,063,423</td> <td></td> </tr> <tr> <td>2,084,553</td> <td>2,059,439</td> <td></td> </tr> </table> <p>Additional number(s) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>	2,143,431	2,065,652	2,037,806	2,139,665	2,063,423		2,084,553	2,059,439	
2,143,431	2,065,652	2,037,806								
2,139,665	2,063,423									
2,084,553	2,059,439									

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Tara A. Kastelic Calfee, Halter & Griswold LLP 1400 McDonald Investment Center 800 Superior Avenue Cleveland, Ohio 44114-2688</p>	<p>6. Total number of applications and registrations involved: 7</p> <p>7. Total fee (37 CFR 3.41): \$190.00</p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account: <input type="checkbox"/> Total fee due <input checked="" type="checkbox"/> Any deficiencies in the enclosed fees</p> <p>8. Deposit account number: 03-0172</p> <p>Attach duplicate copy of this page if paying by deposit account.</p>
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02/23/1999 SBURNS 00000124 2143431

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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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.

<p>Tara A. Kastelic Name of Person Signing Reg. No.: 35,980; Tel: 216-622-8329</p>	<p><i>Tara A. Kastelic</i> Signature</p>	<p>February 16, 1999 Date</p>
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Total number of pages comprising transmittal: 1

ASSIGNMENT OF TRADEMARKS

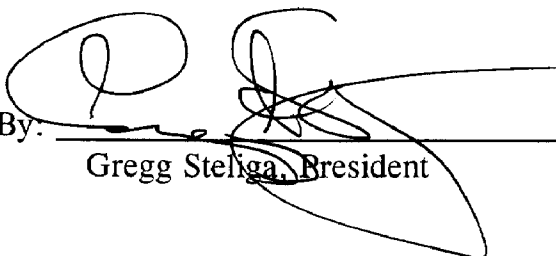
WHEREAS, Walltalkers, Inc. (hereinafter referred to as the "Assignor") has adopted and is using in its business the trademarks shown on the attached Schedule A (the "Marks"), which have been registered with the U.S. Patent and Trademark Office and trademark offices of other countries under the registration numbers indicated on said Schedule A (the "Registrations");

WHEREAS, RJF International Corporation, an Ohio corporation (hereinafter referred to as the "Assignee") is desirous of acquiring the entire right, title and interest in and to the Marks, including the goodwill of the business with which the Marks are used, and the Registrations.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the Assignee, its successors and assigns, the entire right, title and interest in and to the Marks, the Registrations, the goodwill of the business in connection with which the Marks are used, and the right to recover for past infringements of the Marks, to have and to hold the same to the full end of the term of the Marks as fully and completely as the same might have been held by the Assignor had this sale and assignment not been made.

Assignor agrees, at Assignee's expense and request, to take all lawful acts which Assignee may deem advisable or necessary in order to render this assignment fully effective and to register and enforce the rights conveyed hereby, including without limitation, execution of lawful documents, and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights conveyed hereby.

WALLTALKERS, INC.

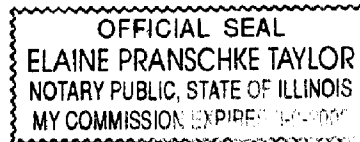
By: 
Gregg Steliga, President

STATE OF :
: SS.
COUNTY OF :

I, ELAINE PRANSCHKE TAYLOR, a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 29th day of January 1999 appeared before me GREGG STELIGA, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of Walltalkers, Inc., an Illinois corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said PRESIDENT acknowledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 29 th day of January 1999.

Elaine Pranschke Taylor
Notary Public



SCHEDULE A

1. U.S. Reg. No. 2,143,431
Mark: JUSTRITE
Reg. Date: March 10, 1998
Goods: Dry erasable wallpaper upon which images may be created and thereafter removed (Class 27)
Owner: Walltalkers, Inc.
2. U.S. Reg. No. 2,139,665
Mark: MAGRITE
Reg. Date: February 24, 1998
Goods: Dry erasable wallpaper upon which images can be created and thereafter removed having the ability to accept magnets (Class 27)
Owner: Walltalkers, Inc.
3. U.S. Reg. No. 2,084,553
Mark: ERASERITE
Reg. Date: July 29, 1997
Goods: Dry erase wallpaper upon which images may be created and thereafter removed (Class 27)
Owner: Walltalkers, Inc.
4. U.S. Reg. No. 2,065,652
Mark: EZ RITE and Design
Reg. Date: May 27, 1997
Goods: Dry erase wallpaper upon which images may be created and thereafter removed (Class 27)
Owner: Walltalkers, Inc.
5. U.S. Reg. No. 2,063,423
Mark: WALLTALKERS (Stylized)
Reg. Date: May 20, 1997
Goods: Combination dry erase writing boards and projection screens (Class 16); dry erasable wallpaper upon which images may be created and thereafter removed (Class 27)
Owner: Walltalkers, Inc.
6. U.S. Reg. No. 2,059,439
Mark: WALLTALKERS
Reg. Date: May 6, 1997
Goods: Combination dry erase writing boards and projection screens (Class 16); dry erasable wallpaper upon which images may be created and thereafter removed (Class 27)
Owner: Walltalkers, Inc.
7. U.S. Reg. No. 2,037,806
Mark: EZRITE
Reg. Date: February 11, 1997
Goods: Dry erase wallpaper upon which images may be created and thereafter removed (Class 27)
Owner: Walltalkers, Inc.