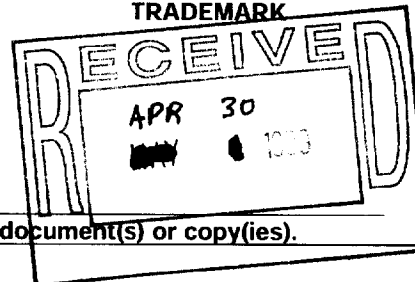


05-11-1999



101037394

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



4.30.99

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

Merger
Effective Date
Month Day Year
 1-28-99

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Jon C. Stainbrook

Execution Date
Month Day Year
 1-28-99

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization United States

Receiving Party

Mark if additional names of receiving parties attached

Name 4 Walls, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 7 West 22nd Street, 4th floor

Address (line 2)

Address (line 3) New York New York 10010

City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization Massachusetts

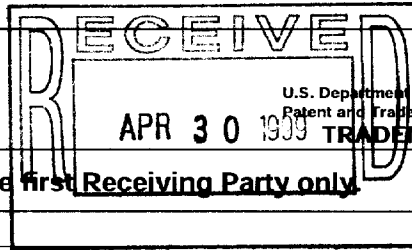
05/11/1999 DNGUYEN 00000004 1803466
01 FC:481 40.00 DP

FOR OFFICE USE ONLY

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: 1894 FRAME: 0757



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)

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,803,466"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Monica Petraglia McCabe

April 29, 1999

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional 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

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

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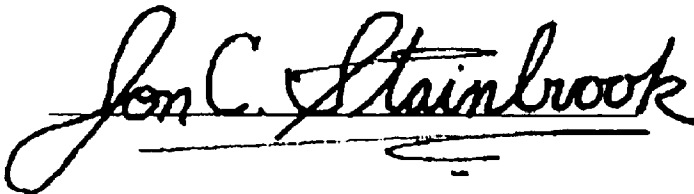
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ASSIGNMENT OF REGISTERED SERVICE MARK

Now, Therefore, in consideration of the sum of Eighteen Thousand Dollars (\$18,000.00) and other good and valuable consideration paid by STAIND to THE STAIN, the receipt of which is hereby acknowledged, JON C. STAINBROOK hereby assigns to FOUR WALLS, INC. all right, title and interest in the United States, and throughout the world, in and to said Service mark together with the goodwill of the business symbolized by said Service mark and registration thereof.


Signed at Toledo, Ohio, this 28th day of January, 1999

Jon C. Stainbrook ("THE STAIN")



State of Ohio)
)ss:
County of Lucas)

On this 28th day of January, 1999, personally appeared Jon C. Stainbrook, to me known and known to me to be the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of himself as said assignor.


Notary Public

LICENSE OF REGISTERED SERVICEMARK

TM

Whereas, ~~Four~~ Walls, Inc., a corporation organized under the laws of the State of Massachusetts, ("STAINTMD" hereafter), having its principal office at 7 West 22nd Street, Fourth Floor, New York, NY 10010, is using and is the owner of the following Service mark now registered in the United States Patent and Trademark Office, a copy of which registration is attached hereto:

Service Mark	Registration No.	Date of Registration
THE STAIN	1,803,466	November 9, 1989-93

Whereas, Jon C. Stainbrook, an individual residing in Toledo, Ohio, having his principal offices at 2527 Broadway (rear), Toledo, Ohio 43609, ("THE STAIN" hereafter), is desirous of acquiring a license to use said registered Service mark, as hereinafter provided;

THE STAIN is desirous of using said Service Mark for Entertainment Services, namely, rendering live vocal and musical performances, in Class 41, in the States of Ohio, Kentucky, Michigan and Indiana, hereinafter referred to as the "Territory;" therefore, in consideration of the mutual covenants of the parties and the sum of Ten Dollars (\$10) herewith paid by THE STAIN to STAINTMD, the receipt and adequacy of which is hereby acknowledged by said STAINTMD, the parties hereby agree as follows:

1. License. STAINTMD grants to THE STAIN the right to use under the common law and under the auspices and privileges provided by the Registration covering the same during the term of this Agreement, and THE STAIN hereby undertakes to use the Service Mark "THE STAIN" in the Territory in connection with the rendition of Entertainment Services, namely rendering live vocal and musical performances in Class 41, the permitted services being hereinafter referred to as the "Services."

2. Quality of Services. THE STAIN shall use the Service Mark "THE STAIN" with the Services rendered by or for the THE STAIN in accordance with the guidance and directions furnished to the THE STAIN by STAINTMD, or its representatives or agents, from time to time, if any, which shall not require THE STAIN to deviate from his current and prior public performance characteristics.

3. Inspection. THE STAIN will permit duly authorized representatives of the STAINTMD to inspect the performance premises of THE STAIN where he is using the Service Mark at all reasonable times, for the purpose of ascertaining or determining compliance with Paragraphs 1 and 2 hereof.

4. Use of Service Mark. THE STAIN shall, from time to time, provide STAINTMD with

samples of literature, brochures, signs and advertising material prepared by the THE STAIN, and THE STAIN shall obtain the approval of STAIND with respect to all such brochures, signs and advertising material bearing the Service Mark prior to the use thereof. When using the Service Mark under this Agreement, THE STAIN undertakes to comply substantially with all laws pertaining to service marks in force at any time in the Territory. This provision includes compliance with marking requirements. THE STAIN shall suitably mark all literature, brochures, signs and other such advertising material so as to distinguish his services from those of STAIND.

5. **Extent of License.** The right granted in Paragraph 1 hereof shall be nonexclusive and shall not be transferable without STAIND's prior written consent, and STAIND shall have the right to use the Service Mark and to license its use to any other designee in the Territory. The license herein granted shall not be assignable or transferable in any manner whatsoever, nor shall the THE STAIN have the right to grant any sublicenses, except by prior written consent of the STAIND.

6. **Indemnity.** STAIND assumes no liability to THE STAIN or to third parties with respect to the THE STAIN's use of the mark "THE STAIN", and with respect to the performance characteristics of the Services rendered by the THE STAIN under the Service Mark, and the THE STAIN shall indemnify STAIND against losses incurred to claims of third parties against STAIND involving sale of the THE STAIN's Services.

7. **Termination.**

a. Except as otherwise provided herein, this Agreement shall remain in full force and effect, but is terminable by STAIND upon not less than thirty (30) days written notice to THE STAIN, but only for good cause shown.

b. If THE STAIN makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy, then the rights granted herein shall forthwith cease and terminate without prior notice or legal action by STAIND.

c. If STAIND shall, at any time hereafter, abandon the use of the Service mark or allow the registration of the Service mark to expire, or be otherwise terminated by the United States Patent & Trademark Office, this license shall terminate, and THE STAIN may continue to use the Service mark as though the Assignment of same of even date had not been made.

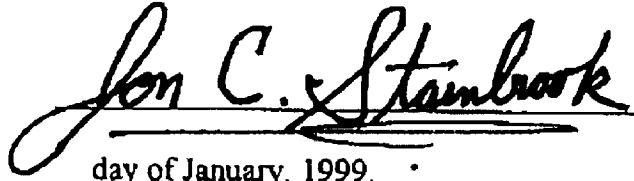
8. **Ownership of Service Mark.** The THE STAIN acknowledges STAIND's exclusive right, title and interest in and to the Service Mark and any Registration or Amendment that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair part of such right, title and interest. In connection with the use of the Service Mark, THE STAIN shall not in any manner represent that he or it has any ownership in the Service Mark or registrations thereof, and all parties acknowledge that use of the Service Mark shall enure to the benefit of STAIND. On termination

of this Agreement in any manner provided herein, with the exception of that contained in Section 7c. above, the THE STAIN will cease and desist from all use of the Service Mark in any way and will deliver up to the STAIN, or its duly authorized representatives, all material and papers upon which the Service Mark appears, and furthermore, THE STAIN will not at any time adopt or use without the STAIN's prior written consent, any word or Service mark which is likely to be similar to or confusing with the Service Mark.

9. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown below, or at such other address as may be furnished in writing to the notifying party.

Signed at Toledo, Ohio, this 28th day of January, 1999.

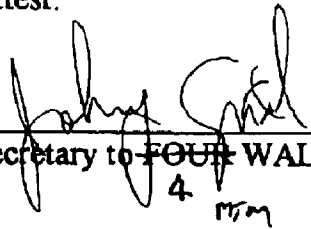
Jon C. Stainbrook ("THE STAIN")

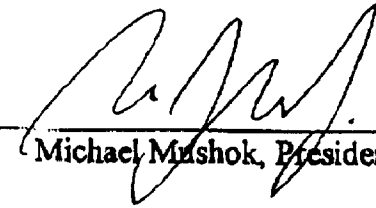


Signed at New York, New York, this _____ day of January, 1999.

~~FOUR~~ WALLS, INC. ("STAIN")
4 mm

Attest:


Secretary to ~~FOUR~~ WALLS, INC.
4 mm

By 
Michael Mushok, President

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