

MRD

05-19-1999

FORM PTC-159
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

5-14-99

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To the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20530, or to the Patent and Trademark Office, Washington, D.C. 20530, or to the Patent and Trademark Office, [City], [State], [ZIP].

1. Name of conveying party(ies):
HUMAN-I-TEES, INC.
400 COLUMBUS AVENUE
VALHALLA, NEW YORK 10595

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: **New York**
 Other _____

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

2. Name and address of receiving party(ies):
Name: SCHOOLHOUSE HOLDINGS, INC.
Internal Address: _____
Street Address: 400 COLUMBUS AVENUE
City: VALHALLA State: NEW YORK ZIP: 10595

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Delaware
 Other _____

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 _____

Execution Date: April 30, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Reserve Corp.
Internal Address: _____
Street Address: 400 Seventh St. NW
Suite 101
City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

05/18/1999 JSHABAZZ 00000130 1945163
01 FC:481 40.00 DP
02 FC:482 150.00 DP

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

Deborah Scheff Deborah Scheff 5/6/99
Name of Person Signing Signature Date

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

RECEIVED
MAY 14 AM 11:48
ASSIGNMENT BRANCH

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

EXHIBIT A

Assigned Trademarks

TRADEMARKS

	Design/Mark	Country	Registration Status*	Registration or Filing Date	Registration Number
<i>1</i>	Human-i-Tees	USA	Certificate	1/2/96	1,945,163
<i>2</i>	Human-i-Tees & Globe The Environmental T- Shirt Company	USA	Certificate	8/27/96	1,996,412
<i>3</i>	The Environmental Fundraising Company	USA	Certificate	7/22/97	2,081,127
<i>4</i>	Make Your World Better	USA	Application	5/29/98	75/493,314
<i>5</i>	Save the Game	USA	Application	11/26/97	75/396,602
<i>6</i>	Healthy Country	USA	Certificate	12/8/98	2,209,039
<i>7</i>	Alligator, Inc.	USA	Application	8/25/98	75/542,738

TRADEMARK ASSIGNMENT

This Assignment is made ^{as of} ~~on~~ this 30th day of April, 1999 by Human-i-Tees, Inc., a New York corporation ("Assignor"), for the benefit of Schoolhouse Holdings, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated ^{as of} April 30th, 1999 between Assignee and Assignor (the "Purchase Agreement"), Assignor agreed to assign to Assignee that certain intellectual property described below in consideration of certain payments by Assignee to Assignor (as more fully described in the Purchase Agreement); and

WHEREAS, Assignor and Assignee desire to confirm such transfer pursuant to this Assignment.

NOW, THEREFORE, in consideration of the receipt of the payments described above and for other good and valuable consideration set forth in the Purchase Agreement, Assignor hereby irrevocably assigns and transfers to Assignee all of Assignor's right, title and interest in and to the trademarks listed on Exhibit A (collectively, the "Property") attached hereto, together with the goodwill associated therewith and symbolized thereby, and the registrations thereof, including the right to sue for past infringement, if there may be any.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, if applicable, and as appropriate, the corresponding officials of the several states and of all foreign countries to record Assignee as the owner of and/or to issue in accordance with this instrument all registrations of the Property and all applications for any of the same, which are assigned to Assignee by this instrument.

Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may be reasonable and necessary in order to evidence Assignee's ownership of the Property, at the sole expense of Assignee.

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

IN WITNESS WHEREOF, Assignor has executed this document and affixed its corporate seal by the hand of its duly authorized officer as of the 30th day of April, 1999.

HUMAN-I-TEES, INC.

By: [Signature]
Name: Steven Kemler
Title: CEO

STATE OF MASSACHUSETTS)
)ss.
COUNTY OF SUFFOLK)

On this 22nd day of April, 1999, before me, a Notary Public in and for the State of MASSACHUSETTS, duly commissioned and sworn, personally appeared STEVEN KEMLER of HUMAN-I-TEES, INC. the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the corporation, that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal the day and year in this certificate above written.

JODIE SALASNY
NAME

SUBSCRIBED AND SWORN to before me this 22 day of April 1999.

[Signature]
(Signature of Notary)
JODIE SALASNY, Notary Public
My commission expires April 8, 2005

(Print or Stamp Name of Notary)
NOTARY PUBLIC in and for the State of
MASSACHUSETTS residing at 25 HIGHLAND AVENUE, CAMBRIDGE,
My Commission Expires: MASSACHUSETTS
APRIL 8, 2005

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]