

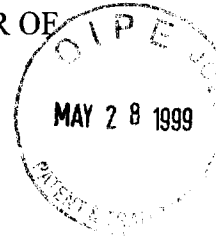
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THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS



Cover Sheet
For Service Mark Assignment
From ZG, Inc.
to
Not Your Average Joe's, Inc.

Please record the enclosed Service Mark Assignment Agreement between ZG, Inc. and Not Your Average Joe's, Inc. dated as of April 22, 1999 (the "Assignment Agreement").

1. The name of the party conveying the interests is:

ZG, Inc., a Massachusetts corporation (the "Assignor")

2. The name and address of the party receiving the interests is:

Not Your Average Joe's, Inc., A Delaware corporation ("Assignee")
75 State Road
Dartmouth, MA 02747

3. Assignor has assigned to Assignee the two (2) service marks described in the Assignment Agreement.

4. The service marks with respect to which the Assignment Agreement is being recorded, are as follows:

Table with 2 columns: SERVICE MARK, REGISTRATION NO.
Row 1: Not Your Average Joe's, Inc. and design, 1,901,070
Row 2: Not Your Average Joe's, Inc. and design, 2,225,982

656

5. Correspondence relating to the Assignment Agreement or the recordation thereof should be sent to:

Lisa Perusse, Legal Assistant
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02110

RECEIVED
MAY 23 11 12 AM '99
ASSIGNMENT SERVICES

06/14/1999 JSHRBAZZ 00000136 1901070

01 PD:481 40.00 DP
02 PC:482 25.00 DP

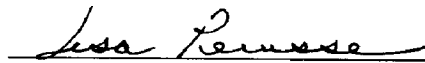
6. The Assignment Agreement conveys the interests described above with respect to a total of two (2) service marks, and the total fee for recordation, which fee accompanies this cover sheet, is \$65.

7. The Assignment Agreement was executed as of April 22, 1999.

8. The Assignee is domiciled in the United States.

9. To the best of the undersigned's knowledge and belief, the information contained in this Cover Sheet is true and correct, and the copy of the Assignment Agreement accompanying this Cover Sheet and being recorded herewith is a true copy of the original Assignment Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Cover Sheet this 27th day of May, 1999.



Lisa Perusse

Total Page Count, Including
this Cover Sheet and the Assignment: 5

SERVICE MARK ASSIGNMENT AGREEMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") made as of the 22nd day of April, 1999 by and between ZG, Inc., a Massachusetts corporation with a mailing address at 75 State Road, Dartmouth, MA 02747 (the "Assignor") and Not Your Average Joe's, Inc., a Delaware corporation with a mailing address at 75 State Road, Dartmouth, MA 02747 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the owner of the service marks and any and all trade dress associated therewith (the "Marks") as described in Exhibit A attached hereto and incorporated by reference herein, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks; and

WHEREAS, the Assignor desires to convey, transfer, assign, deliver, and contribute to the Assignee all of its right, title, and interest in and to the Marks.

NOW, THEREFORE, the Assignor and the Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby conveys, transfers, assigns, delivers, and contributes to the Assignee all of the Assignor's right, title, and interest in and to the Marks, together with: (1) the goodwill of the business in connection with which the Marks are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable with respect to the Marks, including without limitation damages and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks; and (4) all rights in all trade dress, labels, and designs associated with the Marks.

Section 2. Further Assurances. The Assignor further covenants that it will execute all documents, papers, forms, and authorizations, and take all other actions reasonably requested by the Assignee, that may be necessary or appropriate for securing, completing, or vesting in the Assignee full right, title, and interest in the Marks and the other assets referred to in Section 1 above.


IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, in any number of counterpart copies, as of the 22nd day of April, 1999.

Assignor:

Assignee:

ZG, INC.

NOT YOUR AVERAGE JOE'S, INC.

By: 
Its Stephen Silverstein, President
Hereunto duly authorized


By: 
Its Stephen Silverstein, President
Hereunto duly authorized

Exhibit A

SERVICE MARKS

<u>TRADEMARK</u>	<u>UNITED STATES REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
NOT YOUR AVERAGE JOE'S and design	1,901,070	June 20, 1995
NOT YOUR AVERAGE JOE'S and design	2,225,982	February 23, 1999