

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (Exp. 4/94)

6-28-99

RE

06-30-1999

3 SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

-Y

Tab settings

To the Honorable Commissioner of



101079799

attached original documents or copy thereof.

1. Name of conveying party(ies):

Tandy Brands Accessories, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 30, 1995

2. Name and address of receiving party(ies)

Name: AIS MARKETING SERVICES, INC.

Internal Address:

Street Address: 347 Fifth Avenue, Suite 701

City: New York State: NY ZIP: 10016

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

- 1,381,852
- 1,383,351
- 1,812,065

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Vincent A. Balardi, Esq.

Internal Address:  
Morgenthau, Greenes, Goldfarb & Aronauer, P.C.

Street Address: 575 Lexington Avenue, 31st Fl.

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00 E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

06/29/1999 KTHAI1 00000145 1381852

01 Fee: 481 40.00 DP  
02 Fee: 481 50.00 DP

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.

Doris Pooser

Name of Person Signing

*Doris Pooser*  
Signature

6/21/99  
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK  
REEL: 001921 FRAME: 0206

## AGREEMENT

This Agreement (the "Agreement") is entered into as of this 30th day of June, 1995, between TANDY BRANDS ACCESSORIES, INC., a Delaware corporation ("Tandy Brands"), and AIS MARKETING SERVICES, INC., a New York corporation ("AIS Marketing").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated November 19, 1993 (the "Asset Purchase Agreement"), by and among Tandy Brands and Accolade, Inc., a Virginia corporation ("Accolade"), and joined in for certain purposes by Doris Pooser, an individual, ("Pooser") and Wendell Minnick, an individual, Tandy Brands purchased substantially all of the assets and the business of Accolade; and

**WHEREAS**, as a condition to the Asset Purchase Agreement, Pooser entered into an employment agreement with Tandy Brands dated November 19, 1993 (the "Employment Agreement"); and

**WHEREAS**, the Employment Agreement is being terminated simultaneously herewith;

**WHEREAS**, Tandy Brands operates the business acquired from Accolade as its Always in Style division (the "Business"); and

**WHEREAS**, Tandy Brands has determined to discontinue the operations of the Business; and

**WHEREAS**, AIS Marketing desires to continue the Business and Tandy Brands is willing for it to do so.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Subscriptions.** In consideration for a one-time payment of \$20,000 by Tandy Brands to AIS Marketing, made simultaneously herewith, AIS Marketing hereby assumes all fulfillment obligations as of the date hereof for all outstanding subscriptions for portfolios (approximately 400) and profiles (approximately 14,000); provided that, Tandy Brands will supply to AIS Marketing all reasonable information available to Tandy Brands necessary for AIS Marketing to fulfill its obligations hereunder and all files relating to the Business. Tandy Brands hereby assigns to AIS Marketing all of its right, title and interest in and to said portfolios and profiles (collectively, the "Subscriptions").

2. **International Contracts.** Tandy Brands hereby assigns to AIS Marketing and AIS Marketing hereby assumes, all obligations of Tandy Brands under the following

international contracts (collectively, the "International Contracts), including, but not limited to, portfolio and computer program updates:

- (a) Australian license agreement with PYMM Pty. Ltd. dated 1992;
  - (b) United Kingdom license agreement with Public Persona Limited dated June 12, 1991; and
  - (c) Swedish license agreement with Ulla Pallin dated
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True and correct copies of the International Contracts are annexed hereto as Schedule A.

3. **Copyrights and Trademarks.** Tandy Brands hereby transfers and assigns to AIS Marketing all of Tandy Brands' right, title and interest in and to the copyrights and trademarks identified on Schedule B hereto.

4. **Inventory.**

(a) Tandy Brands hereby transfers to AIS Marketing all inventory relating to the Makeover By Mail product, including swatches, makeup sheets, and three computers (one in New York; two in Lynchburg) and its rights to related computer programs (including automated "Makeover by Mail" computer programs plus necessary software), at no charge;

(b) AIS Marketing will assist Tandy Brands in selling the remaining inventory for products other than Makeover by Mail, provided that AIS Marketing will bear no liability to Tandy Brands in connection with such responsibility; and

(c) Tandy Brands hereby transfers to AIS Marketing all Lynchburg Presort unusable inventory (including all remaining makeup of the Business) located at the Lynchburg office, and AIS Marketing shall dispose of such inventory at its own expense.

5. **Representations by Tandy Brands.** Tandy Brands makes the following representations and warranties to AIS Marketing:

(a) Tandy Brands is the owner of and has good and marketable title to the assets referred to in ¶¶ 1, 2 and 4 hereof (the "Assets"), free of all debts, liens, security interests and encumbrances;

(b) Tandy Brands has no active contracts relating to the Business or the Assets, except as set forth herein;

(c) Tandy Brands has complied as of the date hereof with all of its obligations under the International Contracts and Lynchburg Presort contracts;

(d) The trademarks and copyrights set forth on Schedule B represent all of the intellectual property rights owned by Tandy Brands in connection with its operation of the Business; and

(e) Tandy Brands has transferred to AIS Marketing hereunder all of its right, title and interest in and to the Business.

6. **Business Contracts.** AIS Marketing assumes no responsibility for any contract made by Tandy Brands not expressly assigned hereunder. AIS Marketing shall assume all responsibility for contracts and obligations listed in ¶¶ 1 and 2 hereof, with respect to Tandy Brands' obligations accruing thereunder ~~from and after the date hereof, provided that Tandy Brands is not in default under any of such contracts as of the date hereof.~~ The agreement of AIS Marketing to assume contract obligations under this Agreement is contingent upon the obtaining by Tandy Brands of any required consents to the said assignments and assumptions to the extent required by their terms if the contracting party objects to the assumption.

7. **Royalties.** AIS Marketing shall pay to Tandy Brands a royalty of 5% of sales for a period of three years from the date of this Agreement and a royalty of 3% of sales for a period of five years following such three year period for all sales of the Makeover by Mail product, new portfolios, and all accessories and apparel sold by AIS Marketing or its affiliates. Tandy Brands shall not be entitled to receive royalty payments on spokesperson fees, speaking fees, salaries or royalties received by AIS Marketing or on any sales of new products by AIS Marketing or its affiliates, or for any sales of the Makeover by Mail product sold to QVC, Inc. or any affiliate of QVC, Inc.

8. **Successor and Assigns.** This Agreement will be binding upon, and inure to the benefit of, Tandy Brands and its affiliates and its successors and assigns, and shall be binding upon and inure to the benefit of AIS Marketing and its affiliates and its successors and assigns.

9. **Modification or Waiver.** No amendment, modification, waiver, termination or cancellation of this Agreement shall be binding or affective for any purpose unless it is made in writing signed by the party against whom enforcement of such amendment, modification, waiver, termination or cancellation is sought. No course of dealing between and among the parties to this Agreement shall be deemed to affect or to modify, amend or discharge any provision or term of this Agreement. No delay on the part of Tandy Brands or AIS Marketing in the exercise of any of their respective rights or remedies shall operate as a waiver hereof, and no single or partial exercise by Tandy Brands or AIS Marketing of any such right or remedy shall preclude other or further exercise thereof. A waiver of right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

10. **Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. THIS AGREEMENT IS PERFORMABLE IN DALLAS COUNTY, TEXAS.

11. **Severability.** Whenever possible, each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

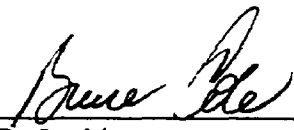
12. **Counterparts.** This Agreement may be executed on separate counterparts each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

13. **Headings.** The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof and shall not affect the construction or interpretation of this Agreement.


14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

TANDY BRANDS ACCESSORIES, INC.

By:   
J.S.B. Jenkins  
President and Chief Executive Officer

AIS MARKETING SERVICES, INC.

By:   
Doris Pooser, President

SCHEDULE B

INTELLECTUAL PROPERTY

**Trademarks**

UNITED STATES REGISTRATIONS

<u>Trademark</u>	<u>Application No./ Registration No.</u>	<u>Date of Filing/ Registration</u>
ALWAYS IN STYLE	1,381,852	02/04/86
ALWAYS IN STYLE	1,383,351	02/18/86
ALWAYS IN STYLE	1,418,410	11/25/86 (*C)
ALWAYS IN STYLE	1,465,104	11/17/87
ALWAYS IN STYLE	1,478,192	03/01/88
MUST HAVES BY DORIS POOSER and Design	74/333,266	11/20/92 (*A)
MUST HAVES DORIS POOSER and Design	74/333,267	11/20/92
PRIVATE PLAN	74/066,882	06/07/90 (*A)
PRIVATE PLAN	74/066,883	06/07/90 (*A)
PRIVATE PLAN	1,678,030	03/03/92
STYLEFAX	1,486,111	04/26/88

\*C - registered mark subsequently cancelled.

\*A - applied for mark subsequently abandoned.

**Copyrights**

UNITED STATES REGISTRATIONS

<u>Work</u>	<u>Registration No.</u>	<u>Date of Registration</u>
Successful Style: A Man's Guide to a Complete Professional Image/Doris Pooser	TX2798723	04/10/90
Always in Style by Doris Pooser	TX3193362	08/06/91
Secrets of Style: Your Personal Profile/ Doris Pooser	TX3360053	07/01/92

Trademarks

Doris Pooser Personalized Cosmetics

Must Have Elements by Doris Pooser

Makeover by Mail

Makeover by Mail by Doris Pooser

Personal Profiles

Personal Profiles by Doris Pooser

Always in Style Portfolio

AND ALL OTHER VARIATIONS OF THE ABOVE NAMES