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To the Honorable Commissioner of Patents at

101094936

Original documents or copy thereof
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1. Name of conveying party(ies):
Amaray International Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Washington
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Joyce Molding Company
Internal Address: _____
Street Address: 52 Green Pond Road
City: Rockaway State: NJ Zip: 07868
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New Jersey
 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: March 6, 1990

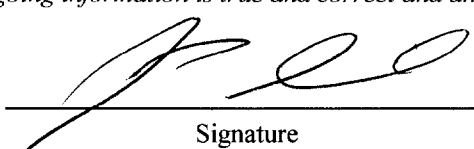
4. Application number(s) or patent number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 1,260,094
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael R. Gilman, Esq.
Internal Address: _____
Street Address: KAPLAN & GILMAN, L.L.P.
900 Route 9 North, 5th Floor
City: Woodbridge State: NJ Zip: 07095

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

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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.
Michael R. Gilman, Esq.  June 30, 1999
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 5

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



07-02-1999

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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #34

TRADEMARK ASSIGNMENT

WHEREAS, Amaray International Corporation, a corporation organized and existing under the laws of the State of Washington, having a place of business at 14935 Northeast 95 Street, Redmond, Washington 98052 ("Assignor") is the owner of all right, title and interest in and to the Trade Names, Trademarks and Service marks and Trademark and Service mark registrations and applications identified on Schedule A attached hereto (the "Property"); and

WHEREAS, Joyce Molding Corp., a corporation organized and existing under the laws of the State of New Jersey, having a place of business at 52 Green Pond Road, Rockaway, New Jersey 07868 ("Assignee") is desirous of acquiring the entire right, title and interest in and to the Property together with the good will of the business appurtenant thereto and symbolized thereby; and

NOW, THEREFORE, for the consideration as set forth in the Asset Purchase Agreement dated January 26, 1990 between Assignor and Assignee and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, convey and grant to Assignee, its successors and assigns the entire right, title and interest in and to the Property and other statutory and common law rights pertaining thereto, together with the goodwill of the business appurtenant thereto and which is symbolized thereby.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and the corresponding officers of countries

foreign to the United States to issue all Trademark registrations which may issue with respect to all Trademark applications included in the Property to Assignee, its successors and assigns, in accordance with this Trademark Assignment.


Assignor binds itself, as well as its successors, assigns and legal representatives to execute and deliver to Assignee, its successors and assigns, any further documents or instruments and do any and all further acts that may be necessary, to vest in Assignee, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States Patent and Trademark Office and in the corresponding offices of countries foreign to the United States.


Assignor further covenants and agrees that it will at any time upon request communicate to Assignee, its successors and assigns, any facts pertinent to the validity or enforceability of the Property and the history thereof, known to Assignor or to its successors and assigns, and that Assignor will at Assignee's expense testify as to the same in any opposition, cancellation or other litigation when requested to do so by Assignee, its successors or assigns.

IN WITNESS WHEREOF, Assignor has herein caused these presents to be executed by a duly authorized corporate officer on this 6th day of March, 1990.

ATTEST:

AMARAY INTERNATIONAL CORPORATION



By: 
Title: CEO

Schedule A
to
TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>
Videobank	Canada	306,963
Amaray	Canada	303,071
A Design	Taiwan	343,652
Amaray	Taiwan	343,651
A Design	US	1,401,946
Amaray in Katakana	Japan	Applic.
Amaray	Japan	Applic.
A Design	US	1,405,597
Videobank	Canada	263,676
Vide Bank (Stylized)	US	1,245,326
Amaray Game Bank and Design	US	1,260,094
Amaray	US	1,389,746
Amaray (Stylized)	US	1,388,098
Amaray (Stylized)	US	Applic.
Amaray	US	1,441,868
Amaray (Stylized)	US	1,446,053
Amaray	US	Applic.
Video Bank	Wash. State	13,291
Amaray	Denmark	0986-1986
Amaray	United Kingdom	1,239,199
Amaray	Benelux	Applic.