

08-25-1999



COVER SHEET

ONLY

D \$
Docket No.:

101126501

Tab settings → → → ▼

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Joyce Molding Corp.

- Individual(s)
- General Partnership
- Corporation-State New Jersey
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

8-23-99

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

Execution Date: 8/3/99

2. Name and address of receiving party(ies):

Name: JMC Acquisition LLC

Internal Address:

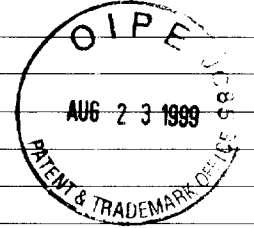
Street Address: 1270 Avenue of the Americas, Ste. 2200

City: New York, State: NY ZIP: 10020

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

Other limited liability company

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 registration numbers(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: Elizabeth Miller Roesel, Esq.

Internal Address:

CROWELL & MORING LLP

Street Address: 1001 Pennsylvania Avenue, N.W.

City: Washington, D.C. State: ZIP: 20004

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:

03-3836

08/25/1999 DC0ATES 00000049 1260094

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3. 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.

Elizabeth Miller Roesel

Name of Person Signing

Elizabeth M. Roesel

Signature

Aug. 23, 1999

Date

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

7

TRADEMARK

REEL: 001946 FRAME: 0909

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 3 day of August 1999 ("Effective Date"), by and between Joyce Molding Corp., a New Jersey corporation, with its principal office at 52 Green Pond Road, Rockaway, New Jersey 07866 ("Assignor") and JMC Acquisition LLC, a Delaware limited liability company, with its principal office at c/o Palladium Equity Partners, LLC, 1270 Avenue of the Americas, Suite 2200, New York, New York 10020 ("Assignee" or "JMC").

WHEREAS, pursuant to an Asset Purchase Agreement dated July 14, 1999, as amended, among Joyce Molding Corp. ("Joyce"), Michael P. Joyce and Edward F. Joyce IV T/A J.D.C. Company (together with Joyce, the "Sellers"), and JMC Acquisition LLC, the Sellers are selling certain assets to JMC;

WHEREAS, Assignor is and hereby represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States and foreign trademarks, trademark registrations and trademark applications identified and set forth on Schedule A (the "Trademarks") respectively; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the

Trademarks, for the United States and all foreign countries, together with the good will of the business in connection with which the said Trademarks are used, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Trademarks set forth on Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any of the trademark applications assigned herein; (2) in the prosecution or defense of any opposition, interference, cancellation, infringement or other proceeding that may arise in connection with any of the Trademarks assigned herein, including, but not

limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment in the United States or any other country.

* * * * *

SCHEDULE A

MARK	COUNTRY	REGISTRATION NO.
AMARAY	Canada	303,071
AMARAY	Japan	2,120,918
AMARAY GAME BANK & Design	US	1,260,094
VIDEObANK	Canada	306,963

1637961



IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned duly authorized officers.

JOYCE MOLDING CORP.

By: _____

Name: _____

Title: _____

JMC ACQUISITION LLC

By: *Christy Sadler*

Name: Christy Sadler

Title: President



STATE OF)
COUNTY OF)

On this ____ day of _____, 1999, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Joyce Molding Corp.

Notary Public

STATE OF)
COUNTY OF)

On this 3rd day of August, 1999, there appeared before me Christy Sadler, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of JMC Acquisition LLC.

Nicole L. Fenton
Notary Public

1637955

NICOLE L. FENTON
NOTARY PUBLIC, State of New York
No. 02FE5089334
Qualified in New York County
Commission Expires Dec. 8, 1999

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned duly authorized officers.

JOYCE MOLDING CORP.

By: [Signature]
Name: Edward F Joyce
Title: Pres

JMC ACQUISITION LLO

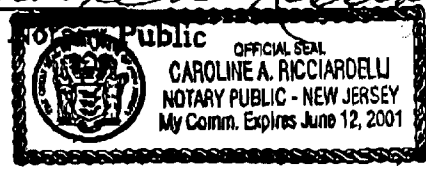
By: _____
Name: _____
Title: _____



STATE OF N.J.
COUNTY OF Morris

On this 3rd day of August, 1999, there appeared before me Edward Joyce, IV, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Joyce Molding Corp.

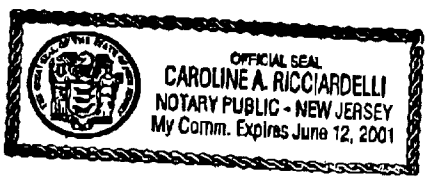
[Signature]



STATE OF N.J.
COUNTY OF Morris

On this 3rd day of August, 1999, there appeared before me Edward Joyce, IV, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of JMC Acquisition LLC.

[Signature]
Notary Public



1637066