

10-14-1999



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MRS
10-12-99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/14/1999 MTHA11 00000118 2111364
01 FC:481 40.00 0

FOR OFFICE USE ONLY

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2111364"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Timothy E. Sheil
Name of Person Signing


Signature

10/12/99
Date Signed

ASSIGNMENT AND LICENSE AGREEMENT

THIS ASSIGNMENT AND LICENSE AGREEMENT ("Agreement") is made as of September 13, 1999, between eStyle, Inc. ("Licensor") and The Kidstyle Company, LLC ("Licensee").

RECITALS

A. Licensor is Delaware corporation with its principal place of business at 865 S. Figueroa Street, Suite 2720, Los Angeles, CA 90017.

B. Licensee is a New York limited liability company with its principal place of business at 475 Fifth Avenue, Suite 606, New York, NY 10017-6220.

C. The parties desire to enter into this Agreement to provide for an assignment and license on the terms stated in this Agreement.

1. Definitions. As used in this Agreement, the terms below will have the meanings set forth:

1.1. "Mark" means the trademark and service mark "Kidstyle" and any goodwill related thereto and symbolized by said Mark.

1.2. "Registration" means the trademark registration (Serial Number 75-104404; Registration Number 2111364) filed by Licensee with the USPTO on May 15, 1996 and registered on November 11, 1997, including any extension thereof.

1.3 "USPTO" means the United States Patent and Trademark Office.

2. Assignment. Licensee hereby assigns its entire right, title and interest to the Mark and the Registration to Licensor. Such rights include, but are not limited to, Licensee's rights to any claims, causes of action for past infringements of the Mark or the Registration and for unfair competition and any related claims Licensee may have against third parties, whether known or unknown, and to apply any damages recovered to Licensor's account.

3. License. Licensor hereby grants to Licensee the worldwide, exclusive, royalty-free, perpetual, nontransferable (except as otherwise stated in this Agreement) right to use the Mark for a print magazine in the field of children's apparel (the "License"). The License does not include any trademarks that Licensor develops relating to the Mark.

4. Payment. Licensor shall pay to Licensee \$25,000 upon execution and delivery of this Agreement.

5. United States Patent and Trademark Office.

5.1 Licensee agrees to cooperate with Licensor in the assignment of the Registration to Licensor as soon as practicable after the execution and delivery of this Agreement.

5.2 Licensee also agrees not to object to any filing made by Licensor with the USPTO or any similar entity or organization to register its intent to use the Mark or a related trademark or to obtain a trademark registration or assign the Registration to Licensor.

6. Use of Mark

6.1. Licensee and Licensor agree that their use of the Mark shall not be used in any manner to imply any affiliation with the other. The parties agree to cooperate to avoid any confusion regarding the use of the Mark. For purposes of clarification, use of the Mark by either Licensee or Licensor without any mention of the other party or the products or services of the other party under the Mark shall not be deemed to imply any affiliation with the other.

6.2. Licensee agrees to use the Mark in a manner consistent with sound business practices. Whenever the Mark is used in advertising or in any other manner, Licensee shall not do or cause to be done, or omit doing, any act that would in any way impair, reduce, or contest Licensor's right, title, and interest in the Mark. Licensee's use of the Mark will not create any right, title, or interest in or to the use of the Mark except pursuant to the License, and any goodwill associated with the Mark will inure to the benefit of Licensor.

6.3. Licensor is familiar with the standards of quality Licensee currently practices with regard to its services under the Mark and acknowledges that such standard of quality is at least as high as that Licensor intends to use on its products and services under the Mark. Licensee agrees to maintain the same standard of quality throughout the term of this Agreement.

7. Warranties. Licensee represents and warrants as follows:

7.1. Licensee is the owner of its rights to the Mark and all rights to the Registration, free of any liens, encumbrances, restrictions, or other legal or equitable claims. Licensee has not assigned or licensed the Mark or the Registration to any other person.

7.2. Licensee has the full right and authority to assign its rights to the Mark and all rights to the Registration to Licensor.

7.3. Licensee has made no filing with the USPTO or other similar entity or organization with respect to the Mark other the filings resulting in the Registration.

7.4 Licensee has not aware of any action before the USPTO or any litigation alleging that its use of the Mark or the Registration infringes the trademark rights of any other person.

8. Prosecution. If Licensor elects to prosecute its rights to the Mark or the Registration or any related trademark, Licensee shall render to Licensor all reasonable assistance that may be required.

9. License Termination. The License shall terminate if Licensee files a voluntary petition under any bankruptcy, reorganization, or insolvency law of any jurisdiction; Licensee consents to or applies for appointment of a trustee, receiver, custodian, or similar official for itself or for all or substantially all its assets; a trustee, receiver, custodian, or similar official is appointed to take possession of all or substantially all of Licensee's assets and will not be dismissed within 90 days after appointment; Licensee makes any assignment for the benefit of creditors, or other arrangement or composition under any laws for the benefit of insolvent persons; an order for relief is entered against Licensee under any bankruptcy, reorganization, or insolvency law of any jurisdiction; or any case, proceeding, or other action seeking such order remains undismissed for 90 days after its filing; or any writ of attachment, garnishment, or execution is levied against all or substantially all of Licensee's assets; or all or substantially all of Licensee's assets become subject to any attachment, garnishment, execution, or other judicial seizure, and the same is not satisfied, removed, released, or bonded within 90 days after the date the writ was levied or the date of the attachment, garnishment, execution, or other judicial seizure.

10. Arbitration. The parties shall submit all disputes relating to this Agreement (whether contract, tort, or both) binding arbitration under the auspices and according to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Agreement.

11. Notices. Any notice required or permitted under this Agreement will be considered to be given or transmitted when sent by certified mail, postage prepaid, addressed to the party for whom it is intended at its address of record; by facsimile, which notice will be effective on computer confirmation of receipt; or by courier or messenger service, which notice will be effective on receipt by recipient as indicated on the carrier's receipt. The record addresses of the parties are as follows:

Licensor:

eStyle, Inc.
865 S. Figueroa Street, Suite 2720
Los Angeles, CA 90017
(213) 488-6310 (fax)
Attention: Laura R. McCartney

Licensee:

The Kidstyle Company, LLC
475 Fifth Avenue, Suite 606
New York, NY 10017-6220
Attention: Mary Anne Sommers Reilly

12. Amendments. This Agreement may be supplemented, amended, or modified only by the parties' mutual agreement. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both parties.

13. Integration. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the License and the other matters contained herein and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

14. No Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

15. Headings. The headings in this Agreement are included for convenience only and will affect neither the construction or interpretation of any provision in this Agreement nor any of the rights or obligations of the parties to this Agreement.

16. Governing Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, will be governed and determined by New York law.

17. Attorney Fees. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

18. Severability. Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, in that state or country, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

19. Assignment; Binding Effect. Licensor shall be entitled to assign or transfer this Agreement to any person. Licensee may not assign, transfer or sublicense this Agreement or the License, whether by operation of law or otherwise, other than to an acquiror of Licensee on all or substantially all of its assets, without the prior written consent of Licensor, which may be withheld in its sole discretion; any such assignment, transfer or sublicense without Licensor's consent will have no force or effect and will result in a termination of the License. This Agreement will inure to the benefit of and be binding on the permitted successors and assigns of Licensor and Licensee.

20. Trademark. For purposes of clarification, any reference in this Agreement to "trademark" shall also be deemed a reference to "service mark" and any common law rights related thereto.

IN WITNESS WHEREOF, Licensee and Licensor have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

Licensee: The Kidstyle Company, LLC

By: _____
Mary Anne Sommers Reilly
President

Licensor: eStyle, Inc.

By: Laura R. McCartney
Laura R. McCartney
Chief Executive Officer

19. Assignment: Binding Effect. Licensor shall be entitled to assign or transfer this Agreement to any person. Licensee may not assign, transfer or sublicense this Agreement or the License, whether by operation of law or otherwise, other than to an acquiror of Licensee or all or substantially all of its assets, without the prior written consent of Licensor, which may be withheld in its sole discretion; any such assignment, transfer or sublicense without Licensor's consent will have no force or effect and will result in a termination of the License. This Agreement will inure to the benefit of and be binding on the permitted successors and assigns of Licensor and Licensee.

20. Trademark. For purposes of clarification, any reference in this Agreement to "trademark" shall also be deemed a reference to "service mark" and any common law rights related thereto.

IN WITNESS WHEREOF, Licensee and Licensor have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

Licensee: The Kidstyle Company, LLC

By: 
Mary Anne Sommers Reilly
President

Licensor: eStyle, Inc.

By: _____
Laura R. McCartney
Chief Executive Officer

**ASSIGNMENT OF TRADEMARK
AND FEDERAL REGISTRATION**

WHEREAS, The Kidstyle Company, LLC ("Assignor") has adopted and used and is using the mark "Kidstyle" for which Assignor has obtained the following registration in the United States Patent and Trademark Office:

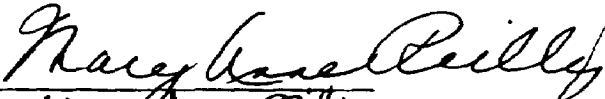
Registration Number 2111364 (Registration Date 11/04/1997);

WHEREAS, eStyle, Inc. ("Assignee") has acquired Assignor's rights to said mark and the registration thereof;

NOW, THEREFORE, pursuant to 15 U.S.C. 1060 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest to the said mark and any goodwill related thereto and symbolized by said mark, and the above identified registration thereof.


DATED this 13th of September, 1999.

The Kidstyle Company, LLC

By: 
Name: Mary Anne Reilly
Title: Member / President

Notary:

*Sworn to before me this
22nd day of Sept., 1999*


Notary

JILL C. LESSER
Notary Public, State of New York
No. 31-4606741
Qualified in New York County
Commission Expires February 28, 2000



UNITED STATES DEPARTMENT OF COMMERCE
 Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

APRIL 30, 1998

PTAS

JILL C. LESSER, ESQ.
 41 EAST 57TH STREET, 15TH FLOOR
 NEW YORK, NY 10022



100655616A

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION; BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/09/1998

REEL/FRAME: 1696/0880
 NUMBER OF PAGES: 2

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:
 REILLY, MARY ANNE

DOC DATE: 05/06/1996
 CITIZENSHIP: UNITED STATES
 ENTITY: INDIVIDUAL

ASSIGNOR:
 VERBLE, BARBARA

DOC DATE: 05/06/1996
 CITIZENSHIP: UNITED STATES
 ENTITY: INDIVIDUAL

ASSIGNEE:
 KIDSTYLE COMPANY, THE, LLC
 475 FIFTH AVENUE
 NEW YORK, NEW YORK 10017

CITIZENSHIP:
 ENTITY: LIMITED LIABILITY COMPANY

APPLICATION NUMBER: 75104404
 REGISTRATION NUMBER: 2111364

FILING DATE: 05/15/1996
 ISSUE DATE: 11/04/1997

MARK: KIDSTYLE
 DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TRADEMARK
 REEL: 001974 FRAME: 0093

SHIRLIE SIMON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS