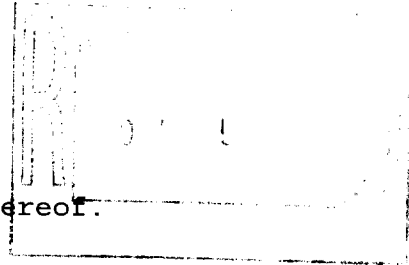


10-22-1999



J399-005

101178135
RECORDATION FORM TRANSMITTAL SHEET
TRADEMARKS ONLY



To: The Commissioner of Patents and Trademarks

Please record the attached original documents or copies thereof.

1. **Conveying Party:** TBR Group Ltd.
500 Fifth Avenue, Suite 330
New York, New York 10110

10-15-99

2. **Receiving Party:** Solomon-Page Group Ltd.
1140 Avenue of the Americas
New York New York 10036

Receiving Party is: a corporation

Citizenship/State (Country) of Incorporation/Organization: Delaware

If Receiving Party is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. **Conveyance Type:** Assignment

Effective Date: September 7, 1999

4. **Application/Registration Number(s):** 1,331,463 and 1,705,322

5. **Correspondence concerning documents should be mailed to:**

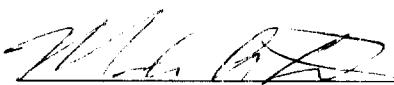
NOTARO & MICHALOS P.C.
100 Dutch Hill Road
Orangeburg, New York 10962-2100

6. **Total number of applications/registrations involved:** 2

7. **Total fee (37 CFR 3.41) (\$40.00 first/\$25 after):** \$65.00

8. The Commissioner is authorized to charge any underpayment or credit any overpayment to deposit account number: **14-1431**

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.


Signature

October 13, 1999
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 4

10/22/1999 DWGUYEN 00000051 1331463

01 FC:481 40.00 OP
02 FC:482 25.00 OP

TRADEMARK
REEL: 001977 FRAME: 0750

United States - Trademark
Atty. Docket: J399-005

ASSIGNMENT OF TRADEMARK APPLICATION/REGISTRATION

THIS ASSIGNMENT, made as of September 7, 1999 is between TBR Group Ltd., a New York corporation (hereinafter called "Assignor") and Solomon-Page Group Ltd., a Delaware corporation (hereinafter called "Assignee").

WHEREAS, the Assignor is the owner of certain trademarks (hereinafter called "Assigned Marks"), as well as United States trademark registrations therefor, as set forth in Schedule A attached hereto and made part hereof;

WHEREAS, the Assignee and Assignor are parties to an Asset Purchase Agreement of September 7, 1999, this assignment being made in accordance with the terms and conditions therein;

NOW, THEREFORE, the Assignor does hereby sell, assign transfer and convey to the Assignee, its successors and assigns or their legal representatives, (a) the entire right, title and interest of the Assignor in and to the Assigned Marks and all extensions and renewals thereof, together with the goodwill of the business in connection with which the Assigned Marks are and have been used; and (b) all rights, interests, claims, demands, recoverable in law or in equity, that the Assignor has or may have in profits and damages for past and future infringements of

the Assigned Marks, including, without limitation, the right to compromise, sue for and collect said profits and damages; the same to be held and enjoyed by the Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by the Assignor had this assignment not been made.

IN WITNESS WHEREOF, The Assignor has caused this Assignment to be duly executed this 5 day of October, 1999.

TBR GROUP LTD.

By: [Signature]
James Bogart
a/k/a James Bogezis

Attest:

[Signature]
Witness

SCHEDULE A

ASSIGNED MARKS

APPLICATION/REGISTRATION NOS.

TRADEMARK

1,331,453

THE BANKERS REGISTER

1,705,322

THE BANKERS REGISTER