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Attorney Docket No.: 688-057

**TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:**

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Plaid Enterprises, Inc.**  
 Individual(s)  Association  General Partnership  
 Corporation-Delaware  Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  
 yes  no

3. Nature of Conveyance  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date:  
August 31, 1999

2. Name and address of receiving party(ies):  
Name: EK Success, Ltd.

Internal Address: \_\_\_\_\_

Street Address: 125 Entin Road  
City: Clifton State: NJ Zip: 07014

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-New York  
 Other: Company with limited liability

If assignee is not domiciled in the U.S., a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from Assignment)

Additional names and addresses attached?  yes  no

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Registration No.(s):  
**1,919,693**

Additional numbers attached?  Yes  No

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

Name: Robert M. Haroun, Esq.

Internal Address: Sofer & Haroun, LLP.

Street Address: 342 Madison Avenue  
Suite 1921

City: New York State: NY ZIP: 10173

6. Total number of applications and registrations involved:  
**[1]**

7. Total fee (37 C.F.R. 3.41) . . . . . \$ **40.00** €  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 19-2825  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.*

Robert M. Haroun, Esq.  
Name of Person Signing

Signature

December 23, 1999  
Date

Total number of pages including cover sheet, attachments and document **[7]**

do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

# TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT, effective as of the 26th day of August, 1999, by and between:

PLAID ENTERPRISES, INC. (hereinafter "Assignor"), a corporation, duly organized and existing under the laws of Delaware, with a principal place of business at Norcross, Georgia, and

EK SUCCESS, LTD. (hereinafter "Assignee"), a corporation, duly organized and existing under the laws of New York, with a principal place of business at Carlstadt, New Jersey;

WHEREAS, ASSIGNOR is the owner of the common law and federally registered trademark "SHAPER PAPER" registered on the Principal Register in the United States Patent and Trademark Office and having registration number 1,919,693 for use on wire-edged paper ribbon, wire-edged printed paper for making paper bows, and kits comprised of wire-edged paper and instructions on the making of paper bows (the "Trademark");

WHEREAS, ASSIGNEE is desirous of acquiring said Trademark and registration thereof;

WHEREAS, ASSIGNOR is desirous of continuing use of the Trademark in connection with its business; and

NOW, THEREFOR, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

## 1. ASSIGNMENT

For good and valuable consideration in the amount of one thousand dollars (\$1,000.00), receipt of which is hereby acknowledged, ASSIGNOR does hereby assign unto ASSIGNEE all right, title and interest in and to the Trademark, together with the good will of the business symbolized by the Trademark, and the above identified registration thereof subject to an exclusive, non-transferable grant back license to ASSIGNOR for which provisions are set forth in a LICENSE AGREEMENT attached herein as Exhibit A.

## 2. GRANT OF LICENSE

ASSIGNEE, upon execution of this Assignment Agreement, grants ASSIGNOR an exclusive, nontransferable license (the "License"), to use the Trademark, assigned to ASSIGNEE as set forth in paragraph 1 of this Agreement, in its name and in connection with the goods, namely wire-edged paper ribbon, wire-edged printed paper for making paper bows, and kits comprised of wire-edged paper and instructions on the making of paper bows, and ASSIGNOR accepts the License subject to the terms and conditions set forth in the License Agreement attached herein as Exhibit A.

### 3. OWNERSHIP OF MARK

Upon execution of this Agreement, ASSIGNOR acknowledges the ownership of the Trademark in ASSIGNEE, and agrees that it will do nothing inconsistent with such ownership and that all prior use of the Trademark by ASSIGNOR shall inure to the benefit of and be on behalf of ASSIGNEE, and agrees to assist ASSIGNEE in recording this Agreement with appropriate government authorities. All costs of such recordation shall be borne by ASSIGNEE. ASSIGNOR agrees that it will not attack the title of ASSIGNEE to the Trademark or attack the validity of this ASSIGNMENT.

### 4. INTERPRETATION OF AGREEMENT

This Agreement shall be construed under, and the performance of the parties hereto shall be governed by, the laws of the State of New York without regard to its principles of conflict of laws. If any of the provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

5. MISCELLANEOUS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof. This Agreement shall not be changed or terminated orally. All the terms and provisions of the Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ASSIGNEE

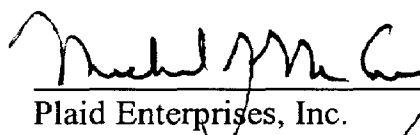
  
\_\_\_\_\_  
EK Success, Ltd.

By: Christopher J. Skinner

Title: Chief Executive Officer

Date: 8/31/99

ASSIGNOR

  
\_\_\_\_\_  
Plaid Enterprises, Inc.

By: Michael J. McCooey

Title: President

Date: 8/31/99

**EXHIBIT A**  
**TRADEMARK LICENSE AGREEMENT**

THIS AGREEMENT, effective as of the 26th day of August, 1999, by and between:

EK SUCCESS, LTD. (hereinafter "LICENSOR"), a corporation, duly organized and existing under the laws of New York, with a principal place of business at Carlstadt, New Jersey;

PLAID ENTERPRISES, INC. (hereinafter "LICENSEE"), a corporation, duly organized and existing under the laws of Delaware, with a principal place of business at Norcross, Georgia, and

WHEREAS, as a result of an assignment executed simultaneously with this Licence Agreement, LICENSOR is the owner of the common law and federally registered trademark "SHAPER PAPER" registered on the Principal Register in the United States Patent and Trademark Office and having registration number 1,919,693 for use on wire-edged paper ribbon, wire-edged printed paper for making paper bows, and kits comprised of wire-edged paper and instructions on the making of paper bows (the "Trademark");

WHEREAS, LICENSEE previously the owner of the trademark SHAPER PAPER is desirous of acquiring a license to use said Trademark and registration in connection with its business; and

NOW, THEREFOR, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

**1. GRANT OF LICENSE**

LICENSOR grants LICENSEE an exclusive, nontransferable license (the "License"), to use the Trademark, SHAPER PAPER, in its name and in connection with the goods, namely wire-edged paper ribbon, wire-edged printed paper for making paper bows, and kits comprised of wire-edged paper and instructions on the making of paper bows, and LICENSEE accepts the License subject to the terms and conditions set forth in this license Agreement.

**2. TERM**

This License shall be in force forever unless sooner terminated as provided herein.

**3. LICENSORSHIP OF MARK**

LICENSEE acknowledges the ownership of the Trademark in LICENSOR, and agrees that it will do nothing inconsistent with such ownership and that all use of the Trademark by LICENSEE shall inure to the benefit of and be on behalf of LICENSOR, and agrees to assist LICENSOR in recording this Agreement with appropriate government authorities. All costs of such recordation shall be borne by LICENSOR. LICENSEE agrees that nothing in this License

shall give LICENSEE any right, title or interest in the Trademark other than the right to use the Trademark in accordance with this License and LICENSEE agrees that it will not attack the title of LICENSOR to the Trademark or attack the validity of this License.

#### 4. **QUALITY STANDARDS**

LICENSEE acknowledges that as a previous owner of the Trademark, it has maintained an acceptable quality standard for all goods previously sold by LICENSEE. LICENSEE agrees to continue to maintain the nature and quality of all goods sold by LICENSEE under the Trademark and all related advertising, promotional and other related uses of the Trademark at the same or better quality standard for the goods sold under the Trademark. Furthermore, LICENSEE agrees to conform to reasonable standards set by and be under the control of LICENSOR, which standards shall not materially differ from the forgoing provisions.

#### 5. **QUALITY MAINTENANCE**

LICENSEE agrees to cooperate with LICENSOR in facilitating LICENSOR's control of such nature and quality, to permit reasonable inspection of LICENSEE's operation upon prior written notice, and to supply LICENSOR with two (2) specimens of all uses of the Trademark upon request. LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods covered by this License.

#### 6. **FORM OF USE**

LICENSEE agrees to use the Trademark only in the form and manner and with appropriate legends as reasonably prescribed from time to time by LICENSOR, and not to use any other Trademark or service mark in combination with the Trademark without prior written approval of the LICENSOR, which approval shall not unreasonably be withheld. Nothing herein shall prohibit LICENSEE from using the Trademark in connection with the trademark PLAID in connection with the goods described in paragraph 1 hereof.

#### 7. **INFRINGEMENT PROCEEDINGS**

LICENSEE agrees to notify LICENSOR of any unauthorized use of the Trademark by others promptly as it comes to LICENSEE's attention. LICENSOR shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Trademark.

**8. TERMINATION FOR CAUSE**

LICENSOR shall have the right to terminate this License upon thirty (30) days written notice to LICENSEE in the event of any affirmative act of insolvency by or on behalf of the LICENSEE, or upon the appointment of any receiver or trustee to take possession of the properties of LICENSEE or upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of LICENSEE.

**9. EFFECT OF TERMINATION**

Upon termination of this Agreement LICENSEE agrees to immediately discontinue all use of the Trademark and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with LICENSOR or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all governmental records, to destroy all printed materials bearing the Trademark, and that all rights in the Trademark and the good will connected therewith shall remain the property of LICENSOR

**10. INTERPRETATION OF AGREEMENT**

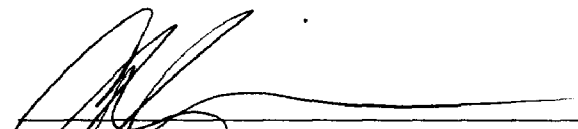
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LICENSOR

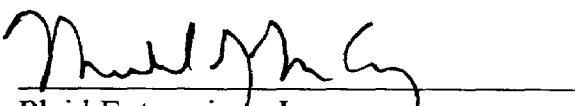
  
\_\_\_\_\_  
EK Success, Ltd.

By: Christopher J. Skinner

Title: Chief Executive Officer

Date: 8/31/99

LICENSEE

  
\_\_\_\_\_  
Plaid Enterprises, Inc.

By: Michael J. McCooey

Title: President

Date: 8/31/99

\_\_\_\_\_  
Exhibit A - License Agreement  
EK Success, Ltd. and Plaid Ent., Inc.  
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