

02-01-2000

Docket No.:

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To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Promotions Unlimited Corporation 087601 Racine, WI 53408-7601

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Illinois, Other

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

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

Name: Franklin Franchising, Inc.

Internal Address: Michael Greenberg

Street Address: 087601

City: Racine State: WI ZIP: 53408

- Individual(s) citizenship, Association, General Partnership, Limited Partnership

Corporation-State Delaware

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

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3. Nature of conveyance:

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

Execution Date: January 1, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See Attached Sheet

B. Trademark Registration No.(s)

See Attached Sheet

Additional numbers attached? Yes No

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

Name: Michael R. Shelist

Internal Address:

Much Shelist Freed Denenberg Ament & Rubenstein, P.C.

Street Address: 200 N. LaSalleStreet, Suite 2100

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 3.41): \$ 465.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

134825

01/31/2000 DCDATES 00000182 715184 DO NOT USE THIS SPACE

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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.

Ira Greenberg

Name of Person Signing

Signature

Signature

September 14, 1999

Date

Total number of pages including cover sheet, attachments, and document: 6

**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment ("**Assignment**") is made as of January 1, 1999 (the "**Effective Date**") by Promotions Unlimited Corporation, an Illinois corporation ("**Assignor**"), to Franklin Franchising, Inc., a Delaware corporation ("**Assignee**").

**RECITALS**

- A. Assignor is the owner of all right, title and interest in and to the " Intellectual Property" (as defined in Section 1 below), associated with the "Ben Franklin®", Ben Franklin Crafts®" and other registered marks identified on attached **Schedule "1"** to this Agreement.
- B. Assignor now desires to transfer to Assignee all rights, titles and interests in and to said Intellectual Property.

**CLAUSES**

1. **Definitions.**

(a) **Intellectual Property.** The term "**Intellectual Property**" means all rights, titles and interests (legal, industrial, commercial, equitable, moral, use, as an author or inventor or otherwise) in the registered trademarks described on attached **Schedule 1** to this Agreement, and all other assets Assignor acquired from Ben Franklin Retail Stores, Inc., Ben Franklin Stores, Inc., Ben Franklin Realty Corp., Ben Franklin Transportation, Inc. and Ben Franklin Crafts, Inc. (collectively, the "**Debtors**") under that certain Asset Purchase Agreement dated April 16, 1997, among Assignor and Debtors, as described on attached **Schedule 2** to this Agreement, including but not limited to all rights under all United States federal or state and other "Governmental Authority" (as defined in Section 1(b) below) copyright, trademark, service mark, trade name or other intellectual property or industrial laws, throughout the world, in and for all languages (human or computer) and media (whether now existing or subsequently developed).

(b) **Governmental Authority Definitions.** For purposes of this Agreement, the following terms will have the following meanings: (i) the term "**United States**" will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "**Other Nations**" will mean each country, principality or other independent territory and each subdivision thereof, which is not a-part of the United States; (iii) the term "**Supra-National Authority**" will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Agreement; and (iv) the term "**Governmental Authority**" will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. **Assignment.** For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor, through this instrument, grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, all of Assignor's rights, titles and interests (legal, equitable, use and otherwise), if any, in and to the Intellectual Property, including but not limited to any and all: (i) copyrights, patents, trademarks, service marks and trade names of any type or nature in the Intellectual Property whether or not registered, and all applications for the same; (ii) rights to file and register the preceding in Assignee's name or in any other name with any Governmental Authority; (iii) rights to file and register the Intellectual Property and to record the transfers made under this Agreement in the United

States Patent and Trademark and/or Copyright Offices and in any other offices of any Governmental Authorities throughout the world; (iv) rights to print, publish, broadcast, distribute, copy, reproduce, record, translate, film, syndicate, display, rent, lend, lease, license and perform the Intellectual Property in all media (now or subsequently existing) and languages (human or computer); and (v) rights to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown. Assignor is not retaining any ownership, copyright, trademark, patent or other intellectual property right in the Intellectual Property, and Assignor acknowledges receipt on the Effective Date of a promissory note from Assignee which is in form and substance satisfactory to Assignor and which constitutes consideration, in full, for Assignor's preceding assignment of all Assigned Intellectual Property to Assignee.

3. **Further Instruments.** Assignor shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Intellectual Property as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Intellectual Property and all claims or rights thereunder.

4. **Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

5. **Assignment on an "As-Is", "Where-Is" Basis.** Assignee acknowledges that, except as set forth in Section 5 above, Assignor's assignment of the Intellectual Property to Assignee is without representation or warranty of any type or nature, and is strictly on an "as-is", "where-is" basis.

6. **Warranty Disclaimer.** ASSIGNOR SPECIFICALLY DISCLAIMS, AND ASSIGNEE SPECIFICALLY WAIVES, ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE INTELLECTUAL PROPERTY, NOT SET FORTH IN SECTION 5 ABOVE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY TRADE USAGE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **Remedy Waiver.** ASSIGNEE SPECIFICALLY WAIVES, AND ASSIGNOR SPECIFICALLY DISCLAIMS, ANY AND ALL REMEDIES WHICH MAY BE AVAILABLE TO ASSIGNEE AT LAW, IN EQUITY OR OTHERWISE, ASSOCIATED WITH OR ARISING FROM THE ASSIGNMENT OF THE INTELLECTUAL PROPERTY TO ASSIGNEE OR ASSIGNEE'S USE OF THE INTELLECTUAL PROPERTY. ASSIGNEE SPECIFICALLY WAIVES ANY CLAIM THAT IT MAY BE ABLE TO MAKE AGAINST ASSIGNOR FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES ASSOCIATED WITH OR ARISING OUT OF EITHER THE ASSIGNMENT OF THE INTELLECTUAL PROPERTY TO ASSIGNEE OR ASSIGNEE'S USE THEREOF.

8. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. **Amendment.** No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

10. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this

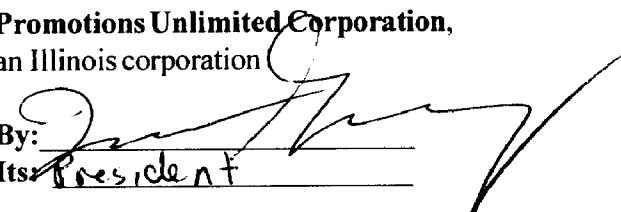
Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

11. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

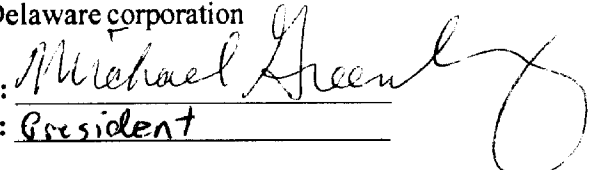
12. **Governing Law.** The laws of the State of Illinois (other than those which pertain to conflicts of law) shall govern this Assignment, irrespective of the fact that one of the parties is or may become a resident of a different state.

The parties have executed this Assignment as of the Effective Date.

**Promotions Unlimited Corporation,**  
an Illinois corporation

By:   
Its: President

**Franklin Franchising, Inc.,**  
a Delaware corporation

By:   
Its: President

## Schedule 2

### Other Assigned Assets

The Intellectual Property includes all assets Assignor purchased from Debtors pursuant to that certain Asset Sale Agreement dated April 16, 1997 among the Assignor and the Debtors, including but not limited to:

(i) all patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), all trademarks, service marks, trade dress, logos, trade names, service marks, domain names, web-sites, commercial symbols and corporate names, including, without limitation, all rights in and to the "**Ben Franklin®**" and "**Ben Franklin Craft®**" names and trademarks (both registered and not registered) and all the goodwill associated therewith and all past, present or future claims for infringement thereof (including but not limited to the right to sue for, collect and retain all damages associated therewith) purchased by the Assignor from the Debtors, as such patents, names, marks and other items are identified on Schedule 1;

(ii) all registered and unregistered statutory and common law copyrights Assignor purchased from Debtors;

(iii) all registrations, applications and renewals for any of the foregoing;

(iv) all trade secrets Assignor purchased from Debtors;

(v) all confidential information (excluding attorney-client information), compositions, know-how, research and development information, drawings, specifications, designs, improvements, proposals, technical and computer data, financial, business and marketing plans, all advertising and promotional material, customer and supplier lists, computer software and documentation and related information Assignor purchased from Debtors;

(vi) all license agreements and sublicense agreements to and from third parties relating to any of the foregoing purchased by the Seller from the Debtors, which are specifically identified on attached Schedule 3 to this Agreement; and

(vii) all other proprietary rights, industrial rights and intellectual property rights of any type or nature in any of the foregoing.

**Schedule 1**

**Intellectual Property Asset Assignment**

<b><u>MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Ben Franklin	715,184
Ben Franklin	549,957
Ben Franklin	1,970,256
Ben Franklin Crafts	1,590,260
Ben Franklin Crafts Design	75/472404
BFIA	1,924,084
Little Majesty	369,901
Majesty	522,403
Motions	1,436,497
Onward	545,826
Onward Design	806,839
Ruth Barry	538,051
Star and Key Design	846,034
Craft Station	1,508,646
Imagine It. Then make it real.	SN 75/050,688
BEN-FRANKLIN.COM	Domain Name
BenFranklinstores.com	Domain Name