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original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

101306034

1. Name of conveying party(ies): 2:00 FEB 28 AM 11: 20
George Little Management, Inc.

2. Name and address of receiving party(ies):
Name: Merchandise Mart Properties, Inc.

Internal Address: Suite 470

Street Address: The Merchandise Mart

City: Chicago State: IL ZIP: 60654

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

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

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

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

Execution Date: February 17, 2000

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,197,350

Additional numbers attached? Yes No

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

Name: Tina D. Kourasis, Esq.

Internal Address: Gardner, Carton & Douglas
Suite 3400

Street Address: 321 N. Clark St.

City: Chicago State: IL ZIP: 60610

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:
(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.

Tina D. Kourasis
Name of Person Signing

Signature

February 24, 2000
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is made as of February 17, 2000 between George Little Management, Inc. ("Assignor") and Merchandise Mart Properties, Inc. ("Assignee"), pursuant to the Lease Agreement dated January 21, 2000 between GLM and MMPI as amended by the Rider dated January 21, 2000 between GLM and MMPI ("Rider") and the Supplemental Agreement dated January 28, 2000 between GLM and MMPI ("Supplemental Agreement") (the Lease Agreement, the Rider and the Supplemental Agreement are collectively referred to as the "Lease").

RECITALS

WHEREAS, pursuant to the Lease, Assignee is acquiring certain assets used in the operation of the Chicago Gift Show ("Show"), which includes, without limitation, the trademark set forth on Schedule A ("Mark");

WHEREAS, in consideration of the transactions contemplated by the Lease, Assignor desires to sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Mark and all goodwill symbolized and associated therewith, and Assignee desires to purchase, and accept the assignment and transfer of, all of Assignor's right, title and interest in and to the Mark, and all goodwill symbolized by and associated therewith.

1. NOW THEREFORE, by this document, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, and its successors and assigns, the entire right, title and interest in and to (i) the Mark; (ii) any and all goodwill symbolized by and associated with the business conducted under the Mark; (iii) all registrations and applications for the Mark, together with the portion of the business of Assignor to which those Mark apply, which business is ongoing and existing; (iv) all income, royalties, damages and payments relating to the Mark which accrue after the date hereof; and (v) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for infringement of the Mark.

2. Assignor represents and warrants to Assignee that it owns all right, title and interest in and to the Mark, no claim by any third parties regarding the validity, enforceability, use or ownership of the Mark has been made or threatened, and Assignor has not infringed, misappropriated or otherwise conflicted with any rights of any third parties, nor is it aware of any infringement, misappropriation or conflict that will occur as a result of the assignment to Assignee of the Mark. No rights or licenses have been granted to any third parties to use, in any manner, the Mark and no acts have been done or omissions permitted by Assignor whereby said Mark might cease to be valid and enforceable.

3. Assignor agrees to indemnify Assignee and its affiliates from and against all claims, liabilities, losses, damages, costs and expenses incurred or suffered by Assignee or any of its affiliates resulting from, arising out of or caused by any breach of any representation or warranty contained herein.

4. Assignor hereby agrees to execute all papers and to perform such other acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns, or to evidence, the rights hereby transferred.

WHEREFORE, Assignor has caused this Intellectual Property Assignment Agreement to be duly executed below, on the date indicated.

Date: February 17, 2000

GEORGE LITTLE MANAGEMENT, INC.

By: 

Name: JACK WITHAM, JR

Title: EVP

Agreed and Acknowledged:

MERCHANDISE MART PROPERTIES, INC.

By: _____

Name: _____

Title: _____

3. Assignor agrees to indemnify Assignee and its affiliates from and against all claims, liabilities, losses, damages, costs and expenses incurred or suffered by Assignee or any of its affiliates resulting from, arising out of or caused by any breach of any representation or warranty contained herein.

4. Assignor hereby agrees to execute all papers and to perform such other acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns, or to evidence, the rights hereby transferred.

WHEREFORE, Assignor has caused this Intellectual Property Assignment Agreement to be duly executed below, on the date indicated.

Date: February 17, 2000

GEORGE LITTLE MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

Agreed and Acknowledged:

MERCHANDISE MART PROPERTIES, INC.

By:  _____

Name: Christopher Kennedy

Title: Executive Vice President

SCHEDULE A

CHICAGO GIFT SHOW, Registration No. 1,197,350, registered on June 8, 1982.

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RECORDED: 02/28/2000

**TRADEMARK
REEL: 002042 FRAME: 0494**