

04-06-2000

Form PTO-1584
Rev. 6-83
US No. 0851-0011 (exp. 4-94)

REC'D
2-29-00 TR



101307861

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): OPR/FINANCE
EMC2 Entertainment Merchandising
Concepts Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other A Canadian Corporation
- Association
- Limited Partnership
- Corporation-State

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

3. Nature of conveyance:

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

Execution Date: January 21, 2000

2. Name and address of receiving party(ies)

Name: NID Apparel, Inc.

Internal Address: _____

Street Address: 6395 Cote de LaSalle

City: Montreal, Quebec State: Canada ZIP: H4T 1E5

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,472,398
1,325,982
1,930,127

Additional numbers attached? Yes No

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

Name: Jill M. Pietrini, Esq.

Internal Address: _____

Manatt, Phelps & Phillips, LLP

Street Address: 11355 W. Olympic Blvd.

City: Los Angeles State: CA ZIP: 90064

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DA 131 241

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

44.00 DP
50.00 DP

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.

Jill M. Pietrini

Name of Person Signing

Signature

February 21, 2000

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002044 FRAME: 0440

NUNC PRO TUNC
ASSIGNMENT OF TRADEMARKS, TRADEMARK APPLICATIONS,
AND TRADEMARK REGISTRATIONS

WHEREAS, EMC2 Entertainment Merchandising Concepts Corporation, a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 11939 Woodruff Avenue, Downey, California 90241 (hereinafter "ASSIGNOR"), acquired, adopted and used, and thereby, owned all rights, title and interests in and to the trademarks, the applications to register the trademarks, and the registrations thereof identified in Schedule A attached hereto (hereinafter the "Marks", "Applications", and "Registrations", respectively), along with the goodwill of the businesses appurtenant to said Marks:

WHEREAS, on or about January 27, 1998 (hereinafter the "effective date"), by virtue of an invoice dated January 27, 1998, the Marks and Registrations thereof were acquired by NTD Apparel, Inc., a corporation organized and existing under the laws of Canada, having a principal place of business at 6395 Cote de Liesse, Montreal, Quebec, Canada H4T 1E5 (hereinafter referred to as "ASSIGNEE") from ASSIGNOR.

WHEREAS, ASSIGNEE desires to formalize its acquisition of the entire right, title and interest in and to the Marks and the Registrations, and the attendant goodwill symbolized thereby, nunc pro tunc the effective date, and further to correctly, fully and completely reflect the proper chain of title in and to the Marks, Applications, and Registrations in the records of the United States Patent & Trademark Office and in other trademark offices throughout the world.

NOW THEREFORE, be it known that ASSIGNOR, by these presents, does hereby expressly acknowledge its prior assignment of the Marks, Applications, and Registrations to ASSIGNEE on the effective date, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc the effective date, the full and entire right, title and interest in and to the Marks, Applications, and Registrations identified hereinabove, and the attendant goodwill symbolized thereby, the same to vest in ASSIGNEE immediately.

Further, ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent & Trademark Office so as to establish ASSIGNEE as owner of record of the Marks, Applications, and Registrations.

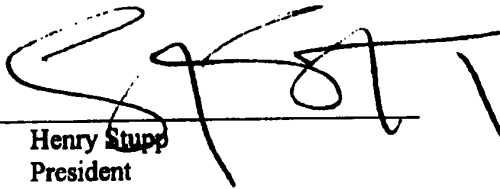
ASSIGNOR hereby represents and warrants that, as of the effective date, (i) it was the sole owner of the Marks and the goodwill associated therewith; (ii) it was not then aware of any third party who had asserted a claim of any ownership right, title and interest in the Marks, or any of them, or any other rights or interests therein which were adverse to those of ASSIGNOR; and (iii) that it was not a party to any prior agreement, nor had it made any informal commitment or reached any understanding with any other person or legal entity relating to the Marks and/or the Applications or the Registrations which were breached or otherwise violated by the assignment of the Marks and the Applications or the Registrations. In this regard,

ASSIGNOR states that it makes no other representations or warranties, expressed or implied, except as specifically set forth hereinabove.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer as of the effective date who hereby acknowledges the aforesaid oral assignment.

EMC2 ENTERTAINMENT MERCHANDISING
CONCEPTS CORPORATION

Date: 1-21-00

By: 
Henry Stupp
President

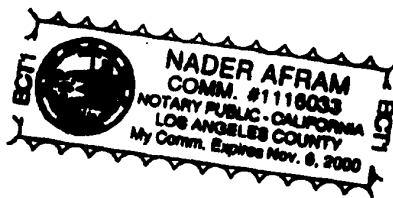
State of CALIFORNIA }
County of LOS ANGELES } SS

On this ST 21 day of JANUARY, 2000, before me
NADER AFRAM (NOTARY PUBLIC), the undersigned Notary Public, personally
appeared HENRY STUPP.

personally known to me *OR*
 proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/~~are~~ subscribed to the within instrument, and
acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~
authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Nader Afram 1-21-00
Notary's Signature
NADER AFRAM



SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Reg./Serial No.</u>
KOALA BLUE	Australia	403781
KOALA BLUE	Australia	466607
KOALA BLUE	Australia	466675
KOALA BLUE & Design	Austria	108,887
KOALA BLUE	Benelux	433,976
KOALA BLUE & Design	Benelux	396,969
KOALA BLUE & Design	California	35,280
KOALA BLUE & Design	California	90,514
KOALA BLUE	Canada	314,512
KOALA BLUE & Design	Canada	516,824
KOALA BLUE	Canada	587,243
KOALA BLUE & Design	Canada	301,687
KOALA BLUE	Canada	316,149
KOALA BLUE & Design	Denmark	VR 765,1987
KOALA BLUE	European Union	131,191
KOALA BLUE & Design	France	1,271,565
KOALA BLUE	France	1,412,726
KOALA BLUE & Design	Germany	1,134,255
KOALA BLUE	Germany	1,173,594
KOALA BLUE	Italy	506,379
KOALA BLUE & Design	Italy	459,323
KOALA BLUE Stylized & Device	New Zealand	151280
KOALA BLUE	New Zealand	172834
THE ORIGINAL BLUE GUM		
KOALA Stylized and Device	New Zealand	254853
KOALA BLUE	Spain	1,200,306M
KOALA BLUE & Design	Switzerland	344,486
KOALA BLUE & Design	United Kingdom	1,212,804
KOALA BLUE	United Kingdom	1,312,511
KOALA BLUE & Design	United States	1,472,398
BLUE KOALA BLUE & Design	United States	1,325,982
KOALA BLUE	United States	1,930,127

RECORDED: 02/29/2000

TRADEMARK
REEL: 002044 FRAME: 0444