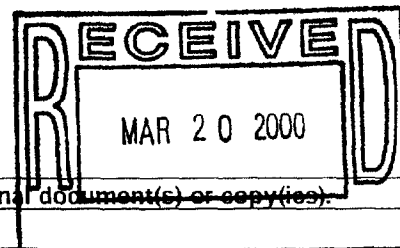


04-21-2000



101328739

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



03/14/00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Tralice Corp.

Execution Date
Month Day Year
12 6 93

Formerly Safilo Financial Corporation

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name FTL Corp.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 802 West Street

Address (line 2) Suite 202

Address (line 3) Wilmington

Delaware

19801

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

04/19/2000 DNGUYEN 00000335 1845460

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(40.00 OP)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002056 FRAME: 0703

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1845460"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

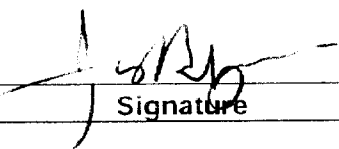
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

James R. Meyer
Name of Person Signing


Signature

3-14-2000
Date Signed

ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into as of this 6th day of December, 1993, between Tralice Corp., a Delaware corporation, with principal offices at 1013 Centre Road, Suite 350, Wilmington, Delaware ("Tralice") and FTL Corp., a Delaware corporation, with offices at Suite 601, 1300 Market Street, Wilmington, Delaware ("FTL").

BACKGROUND

The Background of this Assignment Agreement is that the parties hereto have entered into a Subscription Agreement dated as of December 6, 1993 (the "Subscription Agreement"), under which Tralice has agreed to transfer to FTL all of its ownership, right, title and interest in certain trademarks, tradenames, and service marks (collectively referred to as the "Trademarks"), more particularly described on Exhibit A attached hereto, plus all of Tralice's rights under certain third-party license agreements (collectively referred to as the "License Agreements"), more particularly described on Exhibit B attached hereto (and all goodwill associated therewith) (collectively, the "Assets"), in exchange for the issuance by FTL of One Thousand (1,000) shares of its stock and certain other covenants. The assignment of Tralice's rights under certain License Agreements to FTL is contingent upon Tralice's obtaining consent to such assignment from the third-party licensees as required under such License Agreements and Tralice agrees to make good faith efforts to obtain such consents within

forty-five (45) days of the date first above written and to otherwise inform FTL if any consent is withheld.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and in the Subscription Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

(A) Tralice does hereby assign, transfer and convey unto FTL the Assets, including all right, title and interest in and to the Trademarks, and including without limitation all common law trademark rights and all goodwill of the business symbolized by and associated with the Trademarks, described on Exhibit A and all applicable registrations therefor, plus all of its rights under the License Agreements described on Exhibit B (and all goodwill associated therewith) contingent upon Tralice's obtaining the consents to assignment described below in Paragraph (C).

(B) FTL hereby assumes all liabilities and obligations in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.

(C) Tralice agrees to make good faith efforts to obtain any consents from third-party licensees to the assignment of Tralice's rights under the License Agreements as may be required under such License Agreements within forty-five (45) days of the date first above written.

(D) Tralice agrees to take whatever further action is deemed necessary or appropriate by FTL to properly and completely effect the transfer to FTL of the Assets and to establish full custody of the Assets by FTL. The parties acknowledge with respect to the Trademarks the possible need or appropriateness in certain registration offices for separate assignments relating solely to the specific trademark on record in such registration offices. Accordingly, without limitation, Tralice agrees to execute assignments in substantially the same form as attached hereto as Exhibit C, upon request of FTL, in connection with separate assignments of trademarks.

(E) This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflicts of law principles.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement as of this 6th day of December, 1993 and affixed their respective corporate seals hereto.

[Seal]
Attest:

TRALICE CORP.

BY: Roem G Schwab
Name:
Title: TREASURER

By: Gordon W. Stewart
Name: Gordon W. Stewart
Title: President

[Seal]
Attest:

FTL CORP.

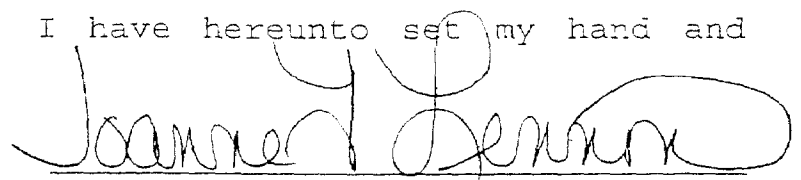
BY: Roem G Schwab
Name:
Title: TREASURER

By: Gordon W. Stewart
Name: Gordon W. Stewart
Title: President

STATE OF Delaware)
COUNTY OF New Castle) SS.

On the 26th day of April, 1994, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gordon W. Stewart, who acknowledged himself to be the President of FTL Corp., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


NOTARY PUBLIC

My Term Expires: _____

[SEAL] JOANNE F. LENNON
 NOTARY PUBLIC
 My Commission Expires February 22, 1997

STATE OF

Delaware

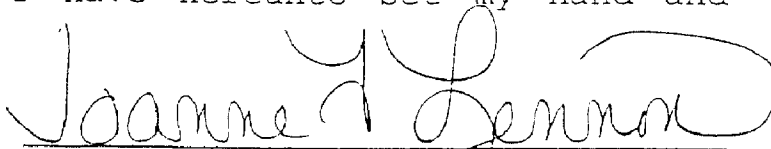
COUNTY OF

New Castle

SS.

On the 26th day of April, 1998⁴, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Gordon W. Stewart, who acknowledged himself to be the President of Tralice Corp., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



NOTARY PUBLIC

My Term Expires: _____

[SEAL]

JOANNE F. LENNON

NOTARY PUBLIC

My Commission Expires February 22, 1997