

08/31/92

REC

10-04-2000



101479489

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8.30.00

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

1. Name of conveying party(ies):
E&B Giftware, Inc.



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

Date of execution of attached Document: June 1, 2000
 Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:

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

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

Name: E&B Giftware LLC
 Address: _____
 Street Address: 4 Executive Plaza
 City: Yonkers State: New York ZIP: 10701

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation _____
- Other Delaware limited liability company

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

B. Trademark Registration Nos. 1,137,903 and 1,322,696

Additional numbers attached? Yes No

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

Name: Elizabeth D. Rodriguez
 Internal Address: PEPPER HAMILTON LLP

 Street Address: 600 Fourteenth Street, N.W.
 City: Washington State: DC ZIP: 20005-2004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-0436
 Atty. Dkt. No.: 112823-5

(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.

Elizabeth D. Rodriguez
 Name of Person Signing

Signature

August 30, 2000
 Date

Total number of pages comprising cover sheet: 1

10/04/2000 6TOM11 00000042 500436 1137903
 01 FC:481 40.00 CH
 02 FC:482 25.00 CH

TRADEMARK RIGHTS ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into this 1st day of June, 2000, by E&B Giftware, Inc., a New York corporation ("Assignor"), in favor of E&B Giftware LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor and Assignee have entered into the Contribution Agreement dated as of May 30, 2000 (the "Contribution Agreement"), providing for the sale by Assignor of certain assets relating to the business of Assignor ("Assignor's Business");

WHEREAS, Assignor agreed to grant certain rights in intangible assets, including intellectual property, to Assignee under the Contribution Agreement; and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks shown in Schedule A (the "Scheduled Trademarks") and desires to transfer the Scheduled Trademarks and any other trademarks, service marks, trade dress and trade names used in Assignor's Business (collectively, the "Trademarks") to Assignee pursuant to the Contribution Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

TRADEMARKS

Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof;

Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks;

The parties hereto shall cooperate with each other, but at Assignee's expense, in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;

GENERAL

Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees, that to the best of Assignor's knowledge, the right, title, and interest herein conveyed by Assignor are free and clear of any incumbrance, and that Assignor has full right to convey the same as herein expressed;

This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware;


This Assignment and the Contribution Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.


ASSIGNOR

E&B Giftware, Inc.

By: 
Name: Edward Sacks
Title: ~~President~~ **CEO**

ASSIGNEE

E&B Giftware LLC

By: 
Name:
Title: **CEO**

SCHEDULE A

E&B GIFTWARE, INC. TRADEMARKS

U.S.:

LOOK-A-LITE
STARCASE

PATENT #

TRADEMARK REG. 1,137,903
U.S. TM 1,322,696

FOREIGN:

STARCASE

SPANISH TM IR695.058

TRADE NAMES

E&B GIFTWARE, INC.
SUN-IT CORP.
SPORTS & LEISURE TECHNOLOGY CORP.