

10-26-2000



RECORDATION POINT .EET
101497270
TRADEMARKS ONLY

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

Submission Type

New 10-12-00

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 Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

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: 002162 FRAME: 0066

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)

75341098	75778053	
75539588		
75670546		

812513	1951093	1892648
2006373	2084942	
1419945	1978860	

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.)

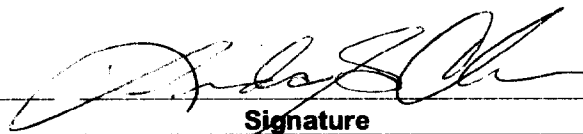
Deposit Account Number: #

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.

Linda S. Chan

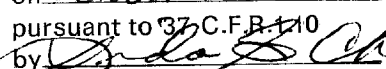


Oct. 12, 2000

Name of Person Signing

Signature

Date Signed

Filed by Express Mail
(Receipt No. EL52239482005)
on October 12, 2000
pursuant to 37 C.F.R. 1.10
by 

ASSIGNMENT OF TRADEMARKS

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of March 29, 2000, by and among Sharp International Corporation and Sharp Sales Corp. (collectively, "ASSIGNOR"), each a New York corporation having a place of business at 484 Sunrise Highway, Rockville Centre, New York, and M.Z. Berger & Co., Inc., a New York corporation ("ASSIGNEE"), having a place of business at 33-00 Northern Blvd., Long Island City, NY 11101, ASSIGNOR has agreed to sell, assign and transfer unto ASSIGNEE its entire right, title and interest, worldwide, in and to the certain trademarks, service marks and trade names, and registrations and pending applications therefor, identified and listed on Schedule A hereto and made a part hereof (collectively, the "Scheduled Marks"), and the priority rights associated therewith; and

WHEREAS, the said ASSIGNOR desires to transfer, assign, convey, deliver, set over and vest all of said right, title and interest for the United States, Hong Kong, the European Community, and all other foreign countries unto and in M.Z. Berger & Co., Inc. a New York corporation, ("ASSIGNEE"), having a place of business at 33-00 Northern Blvd., Long Island City, NY 11101; and

WHEREAS, ASSIGNEE desires to receive from ASSIGNOR all of said right, title and interests in the Scheduled Marks and applications therefor;

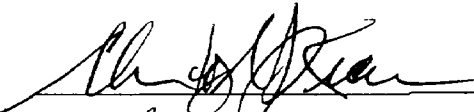
WHEREAS, ASSIGNEE is a successor to the business of ASSIGNOR, or a portion thereof, to which the Scheduled Marks pertain, and that business is existing and ongoing;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby assign, convey, transfer, deliver, set over and vest to and in ASSIGNEE, its successors and assigns, absolutely and forever, this entire right, title and interest, whether statutory or common law, in and to the Scheduled Marks, and all the rights and privileges related thereto including but not limited to the priority rights arising from said Applications and marks, the right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise in respect of past, present and future infringement and dilution, together with that part of the goodwill of the business connected with the use of and symbolized by said Trademarks throughout the world.

ASSIGNOR agrees to execute such further papers and do such other acts as may be necessary to obtain, assign, renew, issue or enforce all of the Scheduled Marks, including, but not limited to any acts which may be necessary, desirable or convenient for claiming said priority rights and perfecting ASSIGNEE's title in the Scheduled Marks.

IN WITNESS WHEREOF, SHARP INTERNATIONAL CORPORATION has caused this Assignment of Trademarks to be executed and delivered as of this 10th day of April, 2000.

SHARP INTERNATIONAL CORPORATION,
By Kahn Consulting, Inc., its Responsible Officer

By: 
Name: CHRISTOPHER J. KEARNS
Title: DIRECTOR

IN WITNESS WHEREOF, M.Z. BERGER & CO., INC. accepts this Assignment of Trademarks executed and delivered as of this 10th day of April, 2000.

M.Z. BERGER & CO., INC.

By: _____
Name: _____
Title: _____

Notarial Acknowledgment

State of New York)
) ss.:
County of New York)

On this 10th day of April, 2000 before me personally came Christopher Keams to me known and known to me known and known to me to be a Director of KAHN CONSULTING, INC., the Responsible Officer of SHARP INTERNATIONAL CORPORATION, the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

[Notarial Seal]
 YOLANDA LAGUERRA
 Notary Public, State of New York
 No. 011,497,7093 New York
 Certificate Filed in New York County
 Commission Expires January 28, 2007

Yolanda Laguerre
 Notary Public

State of _____)
) ss.:
County of _____)

On this ___ day of April, 2000 before me personally came _____ to me known and known to me known and known to me to be _____ of M.Z. BERGER & CO., INC., the assignee above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignee and pursuant to authority duly received.

[Notarial Seal] _____
 Notary Public

SCHEDULE A

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPLICATION SERIAL NO.</u>
AMERICA'S VILLAGE	75/341,098
ATTITUDES	75/539,588
TRACKER	75/670,546
SHARP	75/778,053

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>
SHARP (stylized)	812,513
SHARP	2,006,373
SHARPIE (and design)	1,419,945
SHARP TIME THE ONE	
TO WATCH (and design)	1,951,093
MIRACLE GLOVE	2,084,942
OPTI-GLO	1,978,860
OPTI-LITE	1,892,648

FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO./REGISTRATION NO.</u>
SHARP	European Community	Application No. 38,422
SHARP	Hong Kong	Registration No. B378 of 1975
SHARP	Israel	Registration No. 113172