

11-08-2000



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10-17-00

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

Submission Type

Conveyance Type

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

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

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

1175311

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

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

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 is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

11/17/2000 DBYRNE 00000090 1175311

FD:481 40.00 00
FD:482 150.00 00

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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: 002169 FRAME: 0787

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Jeanine DePasquale, Esq.

Address (line 1)

WILLKIE FARR & GALLAGHER

Address (line 2)

The Equitable Center

Address (line 3)

787 Seventh Avenue

Address (line 4)

New York, New York 10019-6099

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100

Name

Susan A. Joyce, Esq.

Address (line 1)

Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2)

230 Park Avenue

Address (line 3)

New York, New York 10169

Address (line 4)

Pages

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

4

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)

75/697,522

1,175,311

1,193,456

1,915,116

1,915,117

1,915,118

2,085,023

Number of Properties

Enter the total number of properties involved. #

7

Fee Amount

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

190.00

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.

Joseph T. Maksey

Signature

Date

Name of Person Signing

TRADEMARK

REEL: 002169 FRAME: 0788

ASSIGNMENT OF TRADEMARKS

This Assignment is made between Item-Eyes, Inc., a New York corporation having an address at 90 Adams Street, Hauppauge, New York 11717 ("Assignor"), and Vintage III, Inc., a Delaware corporation having an address at 215 Commerce Boulevard, Anderson, South Carolina 29625 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of June 26, 2000 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to transfer to Assignee all its right, title and interest in and to each and every trademark described in Section 2(A)(xi) of the Asset Purchase Agreement between Assignor and Assignee, all applications or registrations therefor on the Principal Register of the United States Patent and Trademark Office, and the common law rights pertaining thereto and all goodwill associated therewith (collectively, the "Trademarks") including, but not limited to, those Trademarks listed on attached Schedule A; and

WHEREAS, Assignee has agreed to take assignment of the Trademarks.

NOW, THEREFORE, in consideration of the promises, representations, warranties and agreements set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor, for itself and its subsidiaries, does sell, assign and transfer unto Assignee, its successors and assigns, all its right, title and interest in and to the Trademarks, the common law rights therein and all of the goodwill associated therewith and the right to file for protection around the world on the Trademarks, together with the right to recover damages and

profits and all other remedies for past infringements thereof, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

This Assignment is effective as of the date hereof. Assignor agrees to sign and/or have its appropriate affiliate sign any additional assignments and other appropriate documentation necessary to effectuate and validate this Assignment as soon as is practicable after the date of this Assignment.

IN WITNESS WHEREOF, Assignor expressly intending to be legally bound thereby, has caused this Agreement to be duly executed this 31st day of August, 2000.

ITEM-EYES, INC.

By: *[Signature]*
Name:
Title: *Pres*

STATE OF *New York*
[Signature])ss
COUNTY OF *New York*

On this *31st* day of August, 2000, before me personally appeared *Matt [Signature]*, to me personally known, who, being duly sworn, did say that he is the *President* of Item-Eyes, Inc. and that he duly executed the foregoing instrument for and on behalf of Item-Eyes, Inc. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

MARY STARR
Notary Public, State of New York
No. 01ST4776638
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Oct. 31, 2000

Schedule A

APPLICATIONS FOR TRADEMARK REGISTRATION AND ISSUED
TRADEMARK REGISTRATIONS OF ITEM-EYES, INC.

May 24, 2000

Pending U.S. Trademark Applications

OUR FILE	MARK	FILING DATE	SERIAL NO.
ITEM0080US	REQ	5/3/99	75/697,522

Issued U.S. Trademark Registrations

OUR FILE	MARK	REG. NO.	ISSUE DATE
ITEM0001US	ITEM-EYES	1,175,311	10/27/81
ITEM0050US	REQUIREMENTS WOMAN	1,193,456	8/22/95
ITEM0040US	REQUIREMENTS	1,915,116	8/29/95
ITEM0060US	REQUIREMENTS PETITE	1,915,117	8/29/95
ITEM0030US	LESLIE STEVEN	1,915,118	8/29/95
ITEM0070US	NOUVEAUX	2,085,023	7/29/97

Issued Foreign Trademark Registrations

OUR FILE	MARK	COUNTRY	ISSUE DATE	REG. NO.
ITEM0030CL	LESLIE STEVEN	Chile	10/14/97	494,623
ITEM0030ME	LESLIE STEVEN	Mexico	1/30/95	512,434
ITEM0040CL	REQUIREMENTS	Chile	6/17/96	462,726
ITEM0040ME	REQUIREMENTS	Mexico	1/30/95	488,995