

11-09-2000



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Med 10-23-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
10/01/1997
- Merger
- Change of Name
- Other Sales Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10/01/1997

Name Catco, Inc.

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Catalyst Applied Technologies, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1107 Broadway

Address (line 2) _____

Address (line 3) New York New York 10010
City State/Country Zip Code

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

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

11/05/2000 DBYFW 00000155 156275
01 08:40L
02 08:40P

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: 002171 FRAME: 0276

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)

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

Registration Number(s)

<input type="text" value="1582755"/>	<input type="text" value="1696239"/>	<input type="text" value="1956217"/>
<input type="text" value="1693303"/>	<input type="text" value="2003492"/>	<input type="text" value="1785678"/>
<input type="text" value="1693308"/>	<input type="text" value="1693307"/>	<input type="text" value="2012871"/>

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.

Keith D. Nowak, Esq.

Name of Person Signing



Signature

10/11/00

Date Signed

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)

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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" value="2037943"/>	<input type="text" value="2111368"/>	<input type="text" value="2129450"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2289358"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Name of Person Signing

Signature

Date Signed

SALES AGREEMENT

This Agreement is made as of October 1, 1997 by and between Catco, Inc. ("Catco" or "Seller") and Catalyst Applied Technologies, Inc. ("Catalyst" or "Purchaser")

WHEREAS, Catco Inc. owns the worldwide rights to the trademarks, marketing literature, copyrights and art work attached as Schedules A and B (hereinafter collectively referred to as "Assets"); and

WHEREAS such Assets are subject to a License Agreement dated as of November 10, 1995 between Catco, Inc. and Balzac, Inc.; and

WHEREAS Catalyst desires to purchase such Assets and Catco is willing to sell such Assets to Catalyst as hereinafter stated in order to permit the licensing of the Assets and the underlying patents together from which Catco will realize benefit:

NOW IT IS AGREED as follows:

Article 1 – Definitions

1.1 - In this Agreement, the following expressions shall have the meaning respectively attributed thereto:

“Associated Company” – Any company, corporation or business entity controlled by, controlling or under common control of Catalyst or its stockholders, or in which its stockholders own any stock, other than the Purchaser.

“Control” – Direct or indirect beneficial ownership of fifty (50%) or more of the voting power exercisable in respect of any company, corporation or business entity or such other relationship which in fact constitutes actual control.

“Assets” – Described in attached Schedules A and B as well as customer contact lists.

“Rights” – Include those trademarks and trademark applications and trademarks covering Assets that exist in any part of the world prior to this Agreement and are filed, owned or controlled by Catco as set forth in Schedules A and B. A trademark shall cease to exist when it expires, is no longer maintained or is held to be invalid by an unappealed or unappealable decision of a court of competent jurisdiction.

Article 2 – Sale

2.1 – Catco hereby sells, assigns and transfers to Catalyst and/or any Associated Company all of its right, title and interest in the Assets and Rights as set forth in Schedules A and B. Catalyst shall have the right at any time to contact the Patent and Trademark Office and notify them of the change in ownership and/or prosecution. This agreement also grants power of attorney to Catalyst or any designated law firm of Catalyst to prosecute, transfer, abandon or otherwise dispose of the Assets and defined herein.

Article 3 – Purchase Price

3.1 – Catalyst has paid \$1.00 to Catco. Catco will receive as additional consideration either a payment and/or purchase of at least \$100,000.00 of Catco inventory at the time a license agreement for the patents and trademarks of Balzac is made by Catalyst to a third party. In the event that a license agreement is not made by a third party within 12 months of this agreement, Catalyst agrees to pay Catco the sum of \$50,000.00.

Article 4- Confidentiality

4.1 – Each party agrees not to use, or to divulge to parties other than the other party to this Agreement, without such other parties prior written consent, any confidential information relating to any aspect of either parties business unless such is necessary to perform this Agreement or is information generally known to the trade.

Article 5 – Binding Effect

5.1 This Agreement shall be final and binding upon the parties hereto, their heirs, executors, administrators, and assigns

Article 6 – Law to Govern

6.1 This Agreement shall be interpreted according to the laws of the State of New York. In the event of any dispute hereunder, it will be settled in the Court of the State of New York, in New York County.


Article 7 – Notice

7.1 – Notice hereunder shall be deemed sufficient if given by registered mail and addressed to the party to receive such notice at the address it has been notified from time to time by the other party, or such other address it may hereafter have.

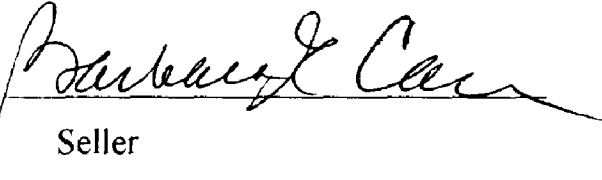
Article 8 – Entire Understanding

This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the Assets.

CATALYST APPLIED TECHNOLOGIES, INC.

By: 
Purchaser

CATCO, INC.

By: 
Seller

SCHEDULE A

Mark	Reg. Number	Date of Issue
Balzac	1582755	02/13/90
Beastie	1696239	06/23/92
Where the Fun Begins		App. 03/95
Brat	1693303	06/09/92
Ear Busters		App. 08/94
Glop	1785678	08/03/93
Ballbank	1693308	06/09/92
Sports Magic	1693307	06/09/92
Spitheads		App. 06/95
Zactail		App. 10/95

* All Trademarks filed on the above marks overseas are licensed to Balzac Inc.

SCHEDULE B

Registered

Fly Babies
Head Balls

Filed, Not Yet Registered

Fly Buddies
Dino Jocks
Neon Planet
Dark Planet
Blow Ups

SCHEDULE A

Mark	Reg. Number	Date of Issue
Balzac	1582755	02/13/90
Beastie	1696239	06/23/92
Where the Fun Begins	1956217	App. 03/95 2/13/96
Brat	1693303	06/09/92
Ear Busters	2003492	App. 08/94 9/24/96
Glop	1785678	08/03/93
Balibank	1693308	06/09/92
Sports Magic	1693307	06/09/92
Spitheads	2012811	App. 06/95 10/24/96
Zactail	2037943	App. 10/95 2/11/97

* All Trademarks filed on the above marks overseas are licensed to Balzac Inc.

SCHEDULE B

Registered

Fly Babies
Head Balls

211,368
212,9450

11/4/97
1/13/98

Filed, Not Yet Registered

Fly Buddies
Dino Jocks - 2, 289, 358
Neon Planet
Dark Planet
Blow Ups

10/26/99