

11-15-2000



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10-30-00

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To The Honorable Commissioner of Patents and Trademarks

Please record the attached original document or copy thereof.

1. Name of conveying party(ies):  
Urban Rebounding, Ltd.  
New York Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional names(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: September 21, 2000

4. Application number(s) or registration number(s):

A) Trademark Application No.(s)  
75/724,820  
76/022,050

B) Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

CAESAR, RIVISE, BERNSTEIN,  
COHEN & POKOTILOW, LTD.

Attn: Manny D. Pokotilow, Esq.  
12<sup>th</sup> Floor - 7 Penn Center  
1635 Market Street; Phila, PA 19103-2012

6. Total number of applications and registrations involved..... 2

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

Authorized to Charge to Deposit Account No. 03-0075 (duplicate attached)

11/13/2000 00000049 030075 75724820

DO NOT USE THIS SPACE

Signature of 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.

Manny D. Pokotilow  
Name of Person Signing

Signature

October 27, 2000  
Date

Total number of pages including cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks; Box Assignments; Washington DC 20231

TRADEMARK  
REEL: 002174 FRAME: 0516

## ASSIGNMENT OF TRADEMARK

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of September 21, 2000, by URBAN REBOUNDING, LTD., a New York corporation ("Assignor"), in favor of QDIRECT, a division of QVC, Inc., a Delaware corporation ("Assignee").

A. Assignor is the owner of the trademarks identified on Schedule 1 attached hereto (collectively, the "Trademarks").

B. Assignor wishes to assign the Trademarks in connection with the sale of certain assets to Assignee pursuant to that certain Asset Purchase Agreement of even date herewith.

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

1. Grant. Assignor grants, assigns and conveys to Assignee all right, title and interest in and to the Trademarks which may be secured under the laws now or hereafter in force and effect in the United States or in any country throughout the world, together with the goodwill of the business symbolized by the Trademarks and all registrations thereof and pending registration applications with respect thereto.

2. Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) Except as otherwise set forth in Schedule 1, each of the Trademarks has been in continuous use in commerce since the date specified in Schedule 1 and remains in use in commerce as of the date of this Assignment;

(b) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, free and clear of all liens, charges and encumbrances.

(c) Assignor is not aware of the existence any other trademark which is either identical to any of the Trademarks or is so similar thereto as to be likely to cause confusion or to cause mistake or to deceive;

(d) To the best of Assignor's knowledge, there are no infringement actions pending or threatened alleging that any of the Trademarks or the use thereof infringes any trademarks or other rights held by third parties.

(e) Except as otherwise expressly set forth in Schedule 1, no prior application to register any of the Trademarks has been filed with any registration authority in the United States or any other country, and there has been no final decision adverse to Assignor's claim of ownership of any of the Trademarks;

(f) Neither the Trademarks nor any right to the use thereof is subject to any subsisting licenses; and

(g) Assignor has the unqualified right to enter into and fully perform this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles and, to the extent applicable, the laws of the United States.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on the date first written above.

Attest:

URBAN REBOUNDING, LTD.

By: [Signature]  
Title: VP. ASST. SECRETARY

By: [Signature]  
JB Berns, President

CORPORATE SEAL

Schedule 1 to Exhibit J

Mark: URBAN REBOUNDING  
Registration/Serial No.: 75/724820  
Registration/Filing Date: June 6, 1999  
Date of First Use: January 1, 2000\*  
Nation of Registration/Filing: U.S.

Mark: MR. REBOUNDER  
Registration/Serial No.: 76/022050  
Registration/Filing Date: April 10, 2000  
Date of First Use: December 31, 1999  
Nation of Registration/Filing: U.S.

Mark: URBAN REBOUNDER  
Registration/Serial No.: n/a  
Registration/Filing Date: n/a  
Date of First Use: n/a  
Nation of Registration/Filing: n/a

\* Intent-to-use application; amendment of use not yet filed

