

FORM PTO-1618A  
Expires 08/30/99  
OMB 0651-0027

04-24-2001

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101670209

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

Submission Type

- New
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Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
01 27 1995

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Great Expectations International

01 27 1995

Formerly \_\_\_\_\_

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

Receiving Party

Mark if additional names of receiving parties attached

Name Great Expectations Franchise Corp.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) Welsh & McKean Roads

Address (line 2) \_\_\_\_\_

Address (line 3) Spring House  
City

PA USA  
State/Country

19477  
Zip Code

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

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.)

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK  
REEL: 002234 FRAME: 0603

FORM PTO-1618B  
Expires 06/30/99  
OMB 0851-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1072905"/>	<input type="text" value="1381405"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1110282"/>	<input type="text" value="1669854"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1346888"/>	<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.

Robert F. Zielinski

Feb 16 01

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND  
GOODWILL**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND GOODWILL, dated as of January 27, 1995, is made by GREAT EXPECTATIONS INTERNATIONAL, INC., a Delaware corporation ("Assignor"), to GREAT EXPECTATIONS FRANCHISE CORP., a Delaware corporation ("Assignee").

WHEREAS, pursuant to the terms of the Acquisition Agreement, dated January 27, 1995, among Great Expectations, Inc., a California corporation, Great Expectations Creative Management, Inc., a California corporation, GEC Illinois, Inc., an Illinois corporation, GEC Tennessee, Inc., a California corporation, and GEC Alabama, Inc., an Alabama corporation (the "Sellers"), Assignor, Jeffrey Ullman and Keith Granirer (the "Acquisition Agreement"), the Sellers have transferred substantially all of their assets to Assignor;

WHEREAS, as of the date hereof, Assignor transferred and assigned to Assignee, and Assignee accepted the transfer and assignment of, all of Assignor's right, title and interest in, to and under the names tradenames, service marks, trademarks of Assignor and other items of intangible property as described on Schedule 7(g)(ii) of the Acquisition Agreement and incorporated herein by reference (the "Intellectual Property"), and all goodwill of Assignor acquired from the Sellers pursuant to the Acquisition Agreement (the "Goodwill");

WHEREAS, at all times since the closing under the Acquisition Agreement, Assignee has licensed rights to the Intellectual Property to its franchisees pursuant to franchise agreements assigned by Assignor to Assignee pursuant to an Assignment of Agreements between such parties dated as of the date hereof;

WHEREAS, the Assignor and Assignee desire to execute and deliver this Assignment to evidence conclusively the assignment by Assignor of the Intellectual Property and the Goodwill to Assignee that was effected as of the date hereof;

NOW THEREFORE, Assignor, for and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, has transferred and assigned to Assignee, and Assignee has accepted the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Intellectual Property and the Goodwill, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

DSB:374441.2

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the conflict or choice of law principals thereof or of any other jurisdiction. Capitalized terms used and not defined herein shall have the respective meanings assigned to such terms in the Acquisition Agreement.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Assignor has duly executed and delivered this instrument as of the date first above written.

GREAT EXPECTATIONS INTERNATIONAL, INC.

By: Jeffrey S. Levitt  
Jeffrey S. Levitt  
Chief Executive Officer

ACCEPTED AND AGREED TO:

GREAT EXPECTATIONS FRANCHISE CORP.

By: Jeffrey S. Levitt  
Jeffrey S. Levitt  
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Montgomery : SS.:

On this       th day of August, 1996, personally appeared before me JEFFREY S.LEVITT, to me personally known, who being by me duly sworn, deposes and says that he is the Chief Executive Officer of GREAT EXPECTATIONS INTERNATIONAL, INC., the Company described in and which executed the above instrument, and that the execution and delivery of this Assignment of Agreements was authorized by said corporation.

Eileen Haas  
Notary Public

Notarial Seal  
Eileen Haas, Notary Public  
Conshohocken Boro, Montgomery County  
My Commission Expires March 16, 1998  
Member, Pennsylvania Association of Notaries

Schedule 7(g)(ii)  
Intellectual Property

Schedule A

GREAT EXPECTATIONS, INC.REGISTRATIONS/APPLICATIONSOwner: Great Expectations, Inc.  
a California corporationAddress: 16830 Ventura Boulevard  
Suite "P"  
Encino, CA 91436

<u>Mark</u>	<u>(Serial No.) Reg. No.</u>	<u>(Filing Date) Reg. Date</u>	<u>Int. Class</u>	<u>Remarks</u>
Great Expectations	1,072,905	9/6/77	42	U.S. Trademark
Great Expectations	1,110,282	12/26/78	42	U.S. Trademark
Moving Hearts Logo	1,346,888	7/2/85	42	U.S. Trademark
Great Expectations	1,381,405	2/4/86	16	U.S. Trademark
Great Expectations	43,781	8/25/94	42	California Mark
Great Expectations	T994000001073	8/22/94	42	Florida Mark
Great Expectations	074967	7/16/94	42	Illinois Mark
Great Expectations			42	New Jersey Mark App. - Pending
Great Expectations	53,761	7/27/94	42	Texas Mark
Great Expectations	023318	7/25/94	42	Washington Mark
Great Expectations	264,277	11/13/81	n/a	Canada Mark
Running Hearts Logo	389,508	10/25/91	n/a	Canada Mark
Great Expectations	99,410 (app.)		35	Mexico Mark
Great Expectations	99,420 (app.)		42	Mexico Mark
Running Hearts Logo	99,421 (app.)		35	Mexico Mark
Running Hearts Logo	99,422 (app.)		42	Mexico Mark
Great Expectations	2,282,293	11/30/90	26	Japan Mark
Running Hearts Logo	2,341,958	10/30/91	26	Japan Mark

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REEL: 002234 FRAME: 0609

Schedule A

GREAT EXPECTATIONS, INC.REGISTRATIONS/APPLICATIONS

Owner: Great Expectations, Inc.  
a California corporation

Address: 16830 Ventura Boulevard  
Suite "p"  
Encino, CA 91436

<u>Mark</u>	<u>(Serial No.) Req. No.</u>	<u>(Filing Date) Req. Date</u>	<u>Class</u>	<u>Remarks</u>
Great Expectations	A523,244	11/15/89	42	Australia Mark
Running Hearts Logo	A523,245	11/15/89	42	Australia Mark
Running Hearts Logo	1,460,377	4/14/88	42	France Mark
Great Expectations	1,460,378	4/14/88	42	France Mark
Running Hearts Logo	1,129,101	3/17/88	42	Germany Mark
Great Expectations	361,747	3/14/88	9, 16	Switzerland Mark
Running Hearts Logo	361,870	3/14/88	9, 16	Switzerland Mark
Great Expectations	1,338,023	3/10/88	42	United Kingdom Mark
Running Hearts Logo	1,338,022	3/10/88	42	United Kingdom Mark
Great Expectations	10287/94 (app.)	9/3/94	42	Hong Kong
Flying Hearts Logo	10286/94 (app.)	9/3/94	42	Hong Kong



Schedule A

GREAT EXPECTATIONS CREATIVE MANAGEMENT, INC.REGISTRATIONS/APPLICATIONS

Owner: Great Expectations Creative  
Management, Inc.  
a California corporation

Address: 16830 Ventura Boulevard  
Suite "P"  
Encino, CA 91436

<u>Mark</u>	<u>(Serial No.) Reg. No.</u>	<u>(Filing Date) Req. Date</u>	<u>Class</u>	<u>Remarks</u>
"Great Impressions"	1,669,854	12/24/91	42	U.S. Trademark
Running Hearts Logo	54,937	1/1/92	12	Taiwan Mark
"Great Expectations"	54,972	1/1/92	12	Taiwan Mark
Red Knots (Chinese Character)	61,132	12/16/92	12	Taiwan Mark
Running Hearts Logo	2,050,220	10/31/91	42	German Mark

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