

04-02-2001

Docket: J399-012 US

3-15-01

RECORDATION F



RADEMARKS ONLY

101655368

TO: The Honorable Commissioner of Patents and Trademarks

1. **Conveying Party:**

Solomon-Page Group Ltd.
1140 Avenue of the Americas, 21st Floor
New York, New York 10036

2. **Receiving Party:**

Solomon-Page Group LLC
1140 Avenue of the Americas, 21st Floor
New York, New York 10036

3. **The Receiving Party is:** Limited Liability Company

4. **State of Incorporation:** New York

5. **Conveyance Type:** Assignment

6. **Effective Date:** January 31, 2001

7. **Application No(s).** 76/018,481 **Registration No(s).**

8. **Correspondence concerning documents should be mailed to:**

NOTARO & MICHALOS P.C.
100 Dutch Hill Road, Ste 110
Orangeburg, New York 10962-2100

9. **Total number of applications/registrations involved:** 1

10. **Total fee (37 C.F.R. 3.41 - \$40.00 for one property plus \$25.00 for each additional property):** \$ 40.00

The Commissioner is authorized to charge any underpayment and/or credit any overpayment to Deposit Account No. 14-1431.

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.

Mark A. Conklin

March 12, 2001

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 2

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ASSIGNMENT OF TRADEMARK APPLICATION

THIS ASSIGNMENT, made as of January 31, 2001 is between Solomon-Page Group Ltd., a Delaware corporation (hereinafter called "**Assignor**") and Solomon-Page Group LLC, a New York limited liability corporation (hereinafter called "**Assignee**").

WHEREAS, the **Assignor** is the owner of certain trademarks (hereinafter called "**Assigned Marks**"), and federal intent-to-use trademark applications therefore, identified as:

<u>Trademark</u>	<u>Filed</u>	<u>Application No.</u>
EASTON PARTNERS	4/5/00	76/018,481

WHEREAS, the **Assignee** and **Assignor** are parties to an asset transfer agreement dated January 31, 2001, this assignment being made in confirmation of and in accordance with the terms and conditions therein;

NOW, THEREFORE, the **Assignor** does hereby sell, assign transfer and convey to the **Assignee**, its successors and assigns or their legal representatives, (a) the entire right, title and interest of the **Assignor** in and to the **Assigned Marks** and all extensions and renewals thereof, together with the goodwill of the business and at least the portion of **Assignor's** business in connection with which the **Assigned Marks** are and have been used; and (b) all rights, interests, claims, demands, recoverable in law or in equity, that the **Assignor** has or may have in profits and damages for past and future infringements of the **Assigned Marks**, including, without limitation, the right to compromise, sue for and collect said profits and damages; the same to be held and enjoyed by the **Assignee**, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by the **Assignor** had this assignment not been made.

IN WITNESS WHEREOF, The **Assignor** has caused this **Assignment** to be duly executed this 6th day of MARCH, 2001.

SOLOMON-PAGE GROUP LTD.

By: 
Eric Davis, CFO