

04-18-2001

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



101678342

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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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
03 26 01

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
03 26 01

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

JAN 17 2001 L10JELLER 00010203 2089054

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Mail documents to be recorded with required cover sheet(s) information to:
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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="2089054"/>	<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"/>	<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.

MINDY ELLIS SCHWARTZ

Name of Person Signing

Mindy Ellis Schwartz

Signature

March 30, 2001

Date Signed

ASSIGNMENT OF UNITED STATES TRADEMARKS

THIS ASSIGNMENT ("Assignment") is made as of the 26th day of Mar, 2001, between TVC, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 325 Laudermitch Rd, Hershey, PA 17033, ("Assignor") and Marc Talon, Inc., a corporation organized and existing under the laws of the State of California, having its principal place of business at 300 Delaware Ave, Suite 553, Wilmington, DE 19801, ("Assignee").

WITNESSETH

WHEREAS, Assignor owns the trademarks, trademark registrations and applications for registration of trademarks listed in Schedule A hereto (collectively, the "Trademarks"), and the goodwill of the business associated with the Trademarks;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith; and

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademarks and the goodwill associated therewith.

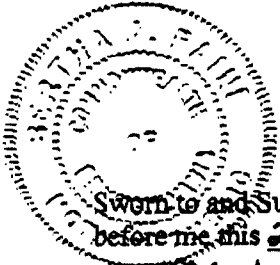
NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignor hereby irrevocably assigns, transfers, delivers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and the applications and registrations therefor, including the right to sue for past infringement, if there may be any;
2. Assignor hereby authorizes and requests the Unites States Commissioner of Patents and Trademarks to record Assignee as the owner of, and/or to issue to Assignee in accordance with this instrument, all registrations having to do with the Trademarks and all applications, and renewals for any of the same;
3. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania;
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; and
5. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties

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hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first written above.



Sworn to and Subscribed before me this 26th day of March, 2001.

Bertha A. Paine
Notary Public
Bertha A. Paine, Notary Public
Chambersburg Boro, Franklin County
My Commission Expires April 22, 2002
Member, Pennsylvania Association of Notaries

TVC, INC.

By: *Barbara S. Persun*
Name: Barbara S. Persun
Title: Vice President and Treasurer

MARC TALON, INC.

By: *Barbara S. Persun*
Name: Barbara S. Persun
Title: Vice President

Sworn to and Subscribed before me this 26th day of March, 2001. *Bertha A. Paine*

Bertha A. Paine
Notary Public
Bertha A. Paine, Notary Public
Chambersburg Boro, Franklin County
My Commission Expires April 22, 2002
Member, Pennsylvania Association of Notaries

MARC TALON, INC.

By: _____
Name: _____
Title: _____

Sworn to and Subscribed before me this ____ day of _____, 2001.

Notary Public

SCHEDULE A

Mark	Application/Registration No.
MARATHON and Design	2,089,054

A-1

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