

04-23-2001

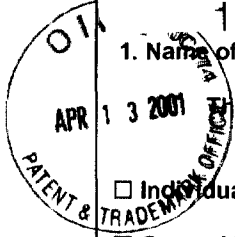
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Patents and Trademarks. Please record the attached original documents or copy

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4.13.01

1. Name of conveying party(ies):

The Gorgonz Group, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- PENNSYLVANIA
- Other _____

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

3. Nature of conveyance:

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

Execution Date: April 12, 2001

2. Name and address of receiving party(ies):

Name: Gray Matter Holdings, LLC

Internal Address: _____

Street Address: 720 S. Montford Avenue

City: Baltimore State: Maryland ZIP 21224

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- _____
- Other DELAWARE Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

75-893292
75-853293
75-853294
76-000051

B. Trademark Registration No.(s)

2135074
2143509

Additional numbers attached? Yes No

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

Name: Victor F. DeFrancis, Esq.

Internal Address: Cooley Godward LLP

Street Address: One Freedom Square
Reston Town Center
11951 Freedom Drive

City: Reston State: VA ZIP 20190-5601

6. Total number of applications and registration involved: 6 (six)

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3118

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Victor F. DeFrancis

4/13/01
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of April 12, 2001, is being executed and delivered by The Gorgonz Group, Inc., a Pennsylvania corporation with its principal place of business at 720 S. Montford Avenue, Baltimore, Maryland 21224-3654 ("Assignor"), to Gray Matter Holdings, LLC, a Delaware limited liability company ("Assignee").

Background

Pursuant to that certain Investment Agreement, dated as of April 13, 2001, by and between Assignor and Assignee (the "Investment Agreement"), Assignor has agreed to transfer, assign and convey to Assignee all of Assignor's right, title and interest in and to all intellectual property owned, licensed or otherwise used by Assignor, including but not limited to all trademarks and all goodwill symbolized by or otherwise associated with such trademarks. Exhibit A hereto contains a list of all trademarks owned, licensed or otherwise used by Assignor in the United States or elsewhere (the "Trademarks"). Assignor is executing and delivering to Assignee this Assignment to effect and evidence the assignment, transfer and conveyance of the Trademarks and the goodwill associated therewith in accordance with the terms of the Investment Agreement. All capitalized terms used but not defined herein shall have the respective meanings assigned to them pursuant to the Agreement.

NOW, THEREFORE, for value received, Assignor hereby makes this Assignment as follows:

1. On this date, Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Trademarks in the United States and throughout the world, together with any of the goodwill of the business symbolized by the Trademarks or that portion of the business in connection with which Assignor has a bona fide intent to use the Trademarks, as well as any and all reports, interests, claims and demands for recovery in law or equity that Assignor has or may have in profits and damages for infringements of the Trademarks which may have arisen in connection with any of the foregoing prior to the effective date of this instrument, including but not limited to the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. At any time and from time to time on and after the date hereof, upon the request of Assignee, Assignor shall do, execute, acknowledge, deliver or file, or shall cause to be done, executed, acknowledged, delivered or filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably required to effectuate, record and/or confirm the transactions intended to be accomplished pursuant to this Assignment. Without limiting the generality of the preceding sentence, Assignor shall execute, acknowledge, deliver and file with the United

States Patent and Trademark Office, together with any necessary fee amount, all documentation necessary to record this Assignment.


3. Assignor acknowledges that this Assignment is being executed, delivered and performed pursuant to the Investment Agreement, and nothing herein shall merge, extinguish, limit or otherwise affect any of the representations, warranties, covenants, conditions or other provisions in the Investment Agreement, all of which shall survive the execution, delivery and performance of this Assignment.

4. This Assignment shall be binding upon Assignor, its successors and assigns, and inure to the benefit of Assignee, its successors and assigns.

5. This Assignment shall be governed by and construed and enforced in accordance with the Federal laws of the United States and state laws of the Commonwealth of Pennsylvania, without applying principles of conflicts of law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor has caused this Assignment to be duly executed as of the date first above written.

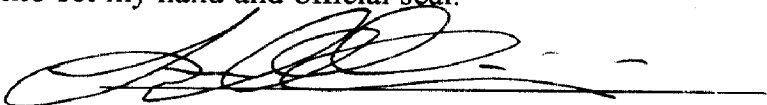
THE GORGONZ GROUP, INC.

By: 
Name: RONALD L. WILSON, JR.
Title: PRESIDENT

STATE OF Maryland :
COUNTY OF Baltimore : SS

On this 12th day of April, 2001 before me, Lisa Olivieri, personally appeared Ronald L. Wilson, who acknowledged himself to be an officer of The Gorgonz Group, Inc., a Pennsylvania corporation, and that he, as said officer, being duly authorized to do so, executed the foregoing Assignment of Trademarks on behalf of said corporation for the purposes contained therein, by signing his name as said officer of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Lisa A. Olivieri, Notary Public
Howard County
State of Maryland
My Commission Expires Nov. 10, 2003

Notary Public

My Commission Expires:

[Notarial Seal]

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TRADEMARK
REEL: 002277 FRAME: 0693

THE GORGONZ GROUP, INC.
EXHIBIT A

MARK (COUNTRY)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS
UNITED STATES			
180° Arctic ARCTIC 180S (United States)	Registration No. 2,143,509	Class 25: Headwear, namely, ear warmers	Registered 3/10/98
EARGRIPS (United States)	Registration No. 2,135,074	Class 25: Ear warmers	Registered 2/3/98
180° 180S (United States)	Application No. 75/853,293	Class 25: Clothing, namely, ear warmers, hats, gloves, scarves, jackets, vests, socks and shirts	Filed 11/19/99 (on the basis of intended use); Office action mailed 11/27/00
180 DEGREES (United States)	Application No. 75/853,294	Class 25: Clothing, namely, ear warmers, hats, gloves, scarves, jackets, vests, socks and shirts	Filed 11/19/99 (on the basis of intended use); Office action mailed 11/16/00

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MARK (COUNTRY)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS
180S (United States)	Application No. 75/853,292	Class 25: Clothing, namely, ear warmers, hats, gloves, scarves, jackets, vests, socks and shirts	Filed 11/19/99 (on the basis of intended use); Office Action mailed 11/16/00
EAR CANDY (United States)	Application No. 76/000,051	Class 25: Clothing, namely tops and bottoms; headwear; footwear; jackets; coats; warm-up suits; sweatsuits; sweat pants; sweatshirts; sweaters; blazers; vests; pants; trousers; slacks; shorts; underwear; thermal underwear; swimwear; loungewear; scarves; mittens; globes; ear muffs; ear warmers; headbands; wristbands; skiwear; tights; foul weather gear; beach wear; unitards; body suits; fishing vests and waders; sleepwear; robes; caftans; neckwear; overalls; overcoats; pantsuits; suits; suit coats; rainwear; sashes; belts; shawls	Filed 3/14/00 (on the basis of intended use); Office action mailed 8/28/00; Response filed 1/23/01; Approved for publication 3/10/01
EARGEAR (United States)	Application No. 74/692,129	Class 25: Clothing, footwear, and headgear, namely the mark will be used on ear warming devices similar to earmuffs	Filed 6/22/95 ABANDONED
GORGONZ (United States)	Application No. 74/692,123	Class 25: Clothing, namely footwear, headwear, earmuffs, hats and gloves	Filed 6/22/95 ABANDONED
EUROPEAN COMMUNITY			
180S (European Community)	Application No. 1584556	Class 25: Clothing, including ear warmers, hats, gloves, scarves, jackets, vests, socks and shirts; footwear; headgear	Filed 3/30/00 (claiming priority of US App. No. 75/853,292)

MARK (COUNTRY)	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS
JAPAN			
180S (Japan)	Application No. 2000-45026	Class 25: Clothing, special sporting/gymnastic wear	Filed 4/26/00 ABANDONED