

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is made on this 1st day of March, 2001 by and between TVC Communications, Inc., a Delaware corporation, having a principal business address at 325 Laudermilch Road, Hershey, PA 17033 (hereinafter "Assignor") and Marc Talon, Inc., a California corporation, having a principal business address at 300 Delaware Avenue, Suite 553, Wilmington, DE 19801 (hereinafter "Assignee").

WHEREAS, Assignor is the record owner of all right, title and interest in and to the trademarks listed on the attached Schedule A (each a "Mark," and collectively the "Marks"), the registrations therefor, and the goodwill developed through use of the Marks; and

WHEREAS, Assignee is desirous of acquiring all rights to the Marks, and the registrations therefor;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee:

(a) all right, title and interest in and to the Marks, the registrations therefor, and the goodwill appurtenant thereto, and

(b) the right to bring suit and recover for damages and profits for past infringements of the Marks.

2. Further Assurances.

(a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of the Marks.

(b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which Assignor has trademark registrations, to issue and to record the title of Assignee as owner of all right, title and interest in and to the Marks identified in Schedule A, together with the good will developed through use of the Marks.

3. Amendment. No modification or amendment of any provision of this Assignment shall be valid unless in writing and executed by all parties to this Agreement.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original, but all of which shall constitute one and the same agreement.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to such subject matter shall be effective.

7. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date hereof.

TVC COMMUNICATIONS, INC.

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

MARC TALON, INC.

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

SCHEDULE A

Mark	Owner	Reg. No.	Reg. Date	Status
QUIK-PULL	TVC Communications, Inc.	1,158,906	6/30/81	Registered

1-NY/1240401.2

RECORDED: 04/13/2001

**TRADEMARK
REEL: 002277 FRAME: 0700**