

03-16-2001



06-05-2001

101637483



2-28-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

101740249

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
02132001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Cyrk, Inc.

02132001

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 Cyrk Holdings, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1400 Providence Highway

Address (line 2) _____

Address (line 3) Norwood MA/USA 02062

- Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Massachusetts

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002308 FRAME: 0355

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" value="75525053"/>	<input type="text" value="75540955"/>	<input type="text" value="75567445"/>	<input type="text" value="1959777"/>	<input type="text" value="1960225"/>	<input type="text"/>
<input type="text" value="7567445"/>	<input type="text" value="75639388"/>	<input type="text" value="76093693"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76114108"/>	<input type="text" value="76140123"/>	<input type="text" value="76167967"/>	<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.

Michael Ruberto, Esq.
Name of Person Signing

Michael J. Ruberto
Signature

2-22-01
Date Signed

ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks Agreement is entered into as of February 15, 2001 by and between Cyrk, Inc., a Delaware corporation having a principal place of business at 101 Edgewater Drive, Wakefield, Massachusetts (“**Assignor**”), and Cyrk Holdings, Inc., formerly known as Rockridge Partners, Inc., a Massachusetts corporation having a principal place of business at 1400 Providence Highway, Norwood, Massachusetts (the “**Assignee**”).

Introduction

The Assignor is the sole and exclusive owner of the entire right, title and interest in and to the patents, patent applications, trademarks, trademark registrations and goodwill appurtenant thereto listed on **Schedule A** hereto and all variations thereof (the “**Patents and Marks**”). Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Patents and Marks and the business and goodwill of the business in connection with which the Patents and Marks have been used.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1 Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to the Patents and Marks, together with the business and goodwill of the business in connection with which the Patents and Marks had been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any divisions, reissues, renewals, continuations, continuations-in-part, improvements and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents and Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Patents and Marks. The Assignor hereby covenants that it has full right to convey the interest assigned by this Assignment and has not executed and will not execute any agreement in conflict with this Assignment.

2 Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a

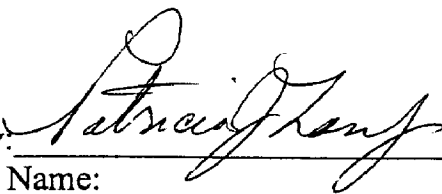
registration covering any of the Patents and Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Patents and Marks, including, but not limited to, testifying as to any facts relating to the Patents and Marks assigned herein and this Assignment, (c) in obtaining any additional trademark protection for the Patents and Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries and (d) in the implementation or perfection of this Agreement.

3 Miscellaneous. This Agreement represents the entire agreement and understanding between the parties and may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. One or more counterparts may be delivered via telecopier, and any such telecopied counterpart shall have the same force and effect as an original counterpart hereof.

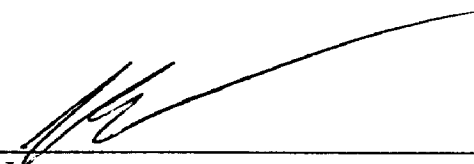
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IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed effective as of the date first above written.

CYRK, INC.

By: 
Name:
Title:

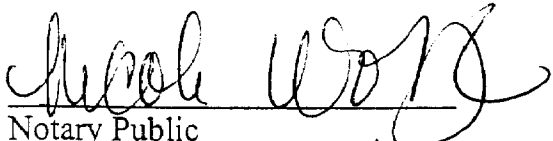
CYRK HOLDINGS, INC.

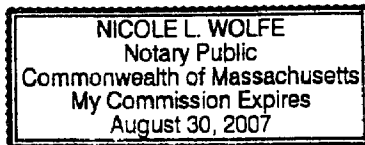
By: 
Name:
Title:

[SIGNATURE PAGE TO ASSIGNMENT OF PATENTS AND TRADEMARKS]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

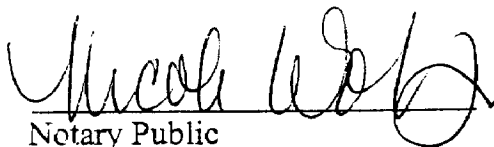
Before me this 13th day of February, 2001 personally appeared the above-named Robert Siemerling of CYRK HOLDINGS, INC., and acknowledged the foregoing instrument to be the free act and deed of Assignee, before me,

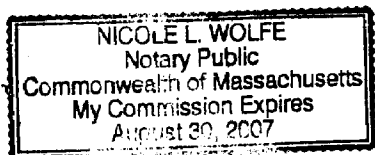

Notary Public
My Commission Expires Aug. 30, 2007



COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

Before me this 13th day of February, 2001, personally appeared the above-named Patricia J. Landman of CYRK, INC., and acknowledged the foregoing instrument to be the free act and deed of Assignor, before me,


Notary Public
My Commission Expires Aug. 30, 2007



SCHEDULE A

Trademarks

1. C3
Status: Registered
Serial Number: 74/654706
Issued: March 5, 1996
2. Catalogix
Status: Pending
Serial Number: 76/14108
Filed: August 21, 2000
3. CyrkInteractive
Status: Pending
Serial Number: 76/093693
Filed: July 21, 2000
4. Stockxchange
Status: Pending
Serial Number: 76/167967
Filed: November 20, 2000
5. Syience
Status: Allowed
Serial Number: 75/540955
Issued: 08/20/98
6. Design (Stylized C)
Status: Allowed
Serial Number: 75/525053
Issued: 07/24/98
7. Dunk
Status: Suspended
Serial Number: 75/567445
Issued: 10/09/98
8. Glo-Tape
Status: Allowed
Serial Number: 75/639388
Issued: 02/05/99

9. J-Wear
Status: Registered
Serial Number: 74/565135
Issued: 08/24/94

10. Cyrk.com

Patents

1. Ink for use in screen printing (as amended)
Status: Pending
Serial Number: 09/460294
Issued: 12/10/99