

06-19-2001

6.12.01



101753939

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
AXXENT CORP.

184-08 Jamaica Avenue
Hollis, New York 11423

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - State of New York
- 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: May 8, 2001

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

Name: ROSE ART INDUSTRIES, INC.

Street Address: 6 Regent Street

City: Livingston State: New Jersey ZIP: 07039

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - State of New Jersey
- Other - _____

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

(Designations must be a separate document from Assignment)
Additional name(s) and address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No. (s)	B. Trademark Registration No. (s)
	2,080,097 2,034,690
	2,080,093 1,935,899

Additional numbers attached? Yes No

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

Name: Robert W. Smith, Esq.
Internal Address: McCarter & English, LLP
4 Gateway Center

Street Address: 100 Mulberry Street

City: Newark State: New Jersey ZIP: 07101

6. Total number of applications and registrations involved: [4]

7. Total Fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account.)

501402

DO NOT USE THIS SPACE

06/19/2001 DBYRME 00000030 501402 2080097

01 FC:481 40.00 CH
02 FC:482 75.00 CH

9. Statement and Signature.

To the best of your knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert W. Smith
Name of Person Signing

Signature

June 12, 2001
Date

Total number of pages comprising cover sheet: [5]

AGREEMENT ON ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS AGREEMENT is effective this 8th day of May, 2001, by and between ROSE ART INDUSTRIES, INC., a New Jersey corporation ("ASSIGNEE") and AXXENT CORP., a New York Corporation, and THE AMAZING CANDYCRAFT COMPANY, INC., a New York corporation, (collectively the "ASSIGNOR").

WITNESSETH:

WHEREAS, ASSIGNOR holds the title to the Intellectual Property (as defined in the Asset Purchase Agreement) and is the owner of business goodwill related thereto; and

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a contemporaneous "ASSET PURCHASE AGREEMENT" with respect to which this Agreement is an attachment for the purpose of providing the formal bill of sale for the Intellectual Property being assigned under the ASSET PURCHASE AGREEMENT; and

WHEREAS, ASSIGNEE desires to acquire ASSIGNOR'S rights, title and interest in and to the Intellectual Property and the business goodwill related therewith;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

1. Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, in accordance with the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers unto ASSIGNEE its entire right, title and interest in and to the Intellectual Property, and the business goodwill associated therewith, including, without limitation, all renewals therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill of the business associated with and symbolized by the trademarks and the registrations identified in Schedule D, hereto.


2. ASSIGNOR agrees to fully cooperate with ASSIGNEE in the further registration of any of the Intellectual Property, including without limitation the prompt execution and delivery of a consent to register should that be requested by ASSIGNEE.

3. ASSIGNOR and ASSIGNEE each represents and warrants to the other that each has the right and power to enter into this Agreement and that each has entered into no other agreements with any other party in conflict herewith.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.


ASSIGNOR

THE AMAZING CANDYCRAFT COMPANY, INC.

By: 
Name: F. SOLACUSE
Title: PRES.

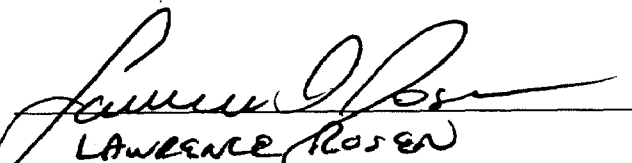
and

AXXENT CORP.

By: 
Name: F. SOLACUSE
Title: PRES

ASSIGNEE:

ROSE ART INDUSTRIES, INC.

By: 
Name: LAWRENCE ROSEN
Title: PRESIDENT

Trademarks, etc.

Registrant: AXXENT CORP.

U.S. TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
Action Central	2,080,097	07/15/97
Stamp Station	2,080,093	07/15/97
Creative Stix	2,034,690	02/04/97
Create-N-Frame	1,935,899	11/14/95

U.S. TRADENAME (common law, not registered)

The Amazing Candycraft Company (used for toys and children's activity products)