

08-17-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 8-10-01 Dominick & Dominick, Incorporated
Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Dominick & Dominick, LLC Internal Address: Street Address: 32 Financial Square City: New York State: NY Zip: 10005
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company Delaware
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) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 9/30/98

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1645506 1640776
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Meredith Schorr Internal Address: c/o White & Case Street Address: 1155 Avenue of the Americas City: New York State: NY Zip: 10036

7. Total fee (37 CFR 3.41): \$ 65 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 23-1705 (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. Meredith Schorr Signature Date 8/10/01

Total number of pages including cover sheet, attachments, and document: 1

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

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TRADEMARK REEL: 002349 FRAME: 0421

**GENERAL ASSIGNMENT AND BILL OF SALE**

GENERAL ASSIGNMENT AND BILL OF SALE dated as of September 30, 1998 by and between Dominick & Dominick, Incorporated, a Delaware corporation (the "Assignor"), and Dominick & Dominick LLC, a Delaware limited liability company (the "Assignee").

**W I T N E S E T H :**

WHEREAS, the Assignee is a wholly-owned subsidiary of the Assignor, and the Assignor wishes to transfer to the Assignee, by way of a capital contribution by the Assignor to the Assignee, all right, title and interest in and to substantially all of the assets and operations of the Assignor relating to the Assignor's securities brokerage business (such business referred to herein as the "Business"), except with respect to the "Excluded Assets" as defined herein;

WHEREAS, the Assignee is willing to accept the transfer of such assets, business, and operations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, its successors and assigns, to have and to hold the same for the use and enjoyment of the Assignee and its successors and assigns, all of the right, title and interest of the Assignor in and to, or arising under, (i) the Business, (ii) all the assets and properties (whether real, personal or mixed, tangible or intangible) of the Assignor used in the Business, of every kind, nature and description, wherever such assets or property may be located (and all right, title and interest of the Assignor therein), and (iii) all operations and goodwill of the Assignor relating to the Business, but excluding in each case the Excluded Assets referred to on Schedule A hereto (all of the foregoing under clause (i), (ii) or (iii) herein (excluding in each case the Excluded Assets) collectively called the "Assets").

2. Power of Attorney. The Assignor hereby constitutes and appoints, effective as of the date hereof, the Assignee, and its successors and assigns, as the true and lawful attorneys of the Assignor, with full power of substitution and resubstitution, in the name of the Assignee or in the name of the Assignor, but on behalf of and for the benefit of and at the expense of the Assignee, to collect, assert or enforce any claim, right or title of any kind in or to the Assets (including without limitation instituting and prosecuting any proceedings in

connection therewith), to defend or compromise any and all claims, actions, suits or proceedings in respect of any of the Assets, and otherwise to do all such acts and things in relation to the Assets and the Business as the Assignee shall deem advisable, including without limitation: (i) entering into and performing agreements and executing and filing any certificates, forms or other documents which the Assignee may deem necessary or desirable in order to carry out the provisions of this General Assignment and Bill of Sale and (ii) demanding, receiving, enforcing and settling all claims or receivables relating to (or included in) the Assets and endorsing any check or other instruments or orders in connection therewith. The appointment made and the powers granted hereby are coupled with an interest and shall be irrevocable from and after the date hereof.

3. Further Assurances; Notices; Payments to the Assignor. (a) The Assignor, for itself and its successors and assigns hereby agrees with the Assignee, its successors and assigns, that the Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, and will take all such further action, in order better to assure, convey and confirm unto the Assignee, its successors and assigns, all and singular the Assets hereby conveyed, assigned, transferred and delivered as the Assignee, its successors or assigns shall reasonably request.

(b) Without limiting the other provisions of this General Assignment and Bill of Sale in any way, the Assignor hereby agrees to deliver to the Assignee any payment (or instrument of payment) received by the Assignor after the date hereof that is included in the Assets. In the event the Assignee receives any payment in any form with respect to any of the Assets that has been made payable to "Dominick & Dominick, Incorporated", or any variation thereof, the Assignor hereby irrevocably authorizes the Assignee to accept payment from the payor thereof (on behalf of the Assignor but for the benefit of the Assignee) and to endorse (on behalf of the Assignor but for the benefit of the Assignee) for collection by the Assignee any instrument of payment.

4. Continuation of Rights, Remedies, etc. Nothing contained in this General Assignment and Bill of Sale shall expose the Assignor to any greater liability to a third party than it would otherwise have without giving effect to this General Assignment and Bill of Sale. Therefore, nothing in this General Assignment and Bill of Sale shall reduce or adversely affect (or render unavailable to the Assignor) any defenses, rights or counterclaims which both (a) would be available to the Assignor without giving effect to this General Assignment and Bill of Sale and (b) are necessary to defend in whole or in part the Assignor against (or to allow the Assignor to obtain contributions, indemnity or reimbursement with respect to) any claims of any kind by any third party against the Assignor. Furthermore, but subject to the preceding two sentences, the rights, remedies, defenses and claims transferred to the Assignee pursuant to this General Assignment and Bill of Sale shall continue with the same force and effect as such rights, remedies, defenses and claims existed prior to such transfer.

5. Waivers and Amendments. This General Assignment and Bill of may be amended, modified or supplemented, and any terms hereof may be waived, only by a written instrument executed by the parties hereto.

6. Counterparts. This General Assignment and Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement, and all signatures need not appear on any one counterpart.

7. Headings. Section headings contained in this General Assignment and Bill of Sale are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

8. Successors and Assigns. This General Assignment and Bill of Sale shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

9. Governing Law. This General Assignment and Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any choice-of-law rules thereof which might apply the laws of any other jurisdiction.

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[Signature Page to  
General Assignment  
and Bill of Sale]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this  
General Assignment and Bill of Sale to be duly executed and delivered as of the date first above  
written.

DOMINICK & DOMINICK, INCORPORATED

By: Paul F. Kennedy  
Name: Paul F. Kennedy  
Title: President

DOMINICK & DOMINICK LLC

By: Paul F. Kennedy  
Name: Paul F. Kennedy  
Title: President

Schedule A

Excluded Assets

Shares of common stock of Prentice Securities, Inc. representing 19.9% ownership interest.

Promissory Note of John McShea et al. In the amount of \$250,000 due April 20, 1999

Judgement of \$400,000 collectable from Lisa de Marinis, et al.

Judgement against Richard Baxter for \$512,000.

Pending litigation or claims in which the Assignor is a party as follows:

Dietz v Dominick & Dominick, Inc.  
Seiti v Dominick & Dominick, Inc. et al.  
Resnick v Dominick & Dominick, et al.  
Anders v Dominick & Dominick, et al.  
Vitzehum v Dominick & Dominick, et al.  
Trafina v Dominick & Dominick, et al.  
Dominick & Dominick v Trafina