

08-21-2001



Form PTO-1594

RECO

U.S. DEPARTMENT OF COMMERCE

(Ref. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

101817707

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):

Clarence J. Venne, Inc.

18/13/01

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: July 6, 2001

2. Name and address of receiving party(ies)

Name: Clarence J. Venne, L.L.C.

Internal

Address: c/o Prospect Partners, LLC

Street Address: 200 W. Madison, Suite 2710

City: Chicago State: Illinois Zip: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company of 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

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

A. Trademark Application No.(s)

76/223925 76/152147 76/144601
75/850622

B. Trademark Registration No.(s)

2,427,513 2,257,023 2,147,524 1,768,067
1,704,224 1,446,391 1,454,169 1,416,619

Additional number(s) attached Yes No

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

Name: Mark R. Galis

Internal Address: Altheimer & Gray

Street Address: 10 S. Wacker Drive - Suite 4000

City: Chicago State: Illinois Zip: 60606

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

011-156

(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.

Mark R. Galis
Name of Person Signing

Mark R. Galis
Signature

August 8, 2001
Date

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

4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/20/2001 AAHMED1 00000157 011156 76223925

01 FC:481 40.00 CH
02 FC:482 275.00 CH
(738017.3)

TRADEMARK
REEL: 002351 FRAME: 0556

**ASSIGNMENT OF U.S. TRADEMARK REGISTRATIONS
AND PENDING TRADEMARK APPLICATIONS**

WHEREAS, Clarence J. Venne, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1425 Hanford Street, Levittown, Pennsylvania 19057 ("ASSIGNOR"), owns certain rights, title, and interests in the marks (the "Marks"), and all rights, title and interests in the U.S. Trademark Registrations (the "Registrations") and in the U.S. Trademark Applications for registration ("Applications") thereof identified in Exhibit A attached hereto, along with any goodwill associated therewith; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" entered into by and between ASSIGNOR and Clarence J. Venne, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, with an address at c/o Prospect Partners, LLC, 200 W. Madison, Suite 2710, Chicago, Illinois 60606 ("ASSIGNEE"), ASSIGNOR has agreed to assign to ASSIGNEE, or its designee, its entire rights, title, and interests in and to the Marks, Registrations and Applications along with any goodwill associated therewith; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill associated therewith, to ASSIGNEE, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey, and transfer to ASSIGNEE, its successors, assigns, and legal representatives, its full and entire rights, title, and interests in and to the Marks, Registrations and Applications, the portion of the business associated therewith and all the goodwill associated therewith, the same to vest in ASSIGNEE, including, without limitation, all causes of action for, and claims for damages by reason of, the infringement or dilution of the Marks, Registrations or Applications, or any of them, whether such actions and claims arose prior to or after the execution of this Assignment.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Trademark Office so as to establish ASSIGNEE as owner of record of the Marks, Registrations and Applications in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide any information in connection with the Marks, Registrations and Applications that is in ASSIGNOR's possession or under its control that may be required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Marks, Registrations and Applications is duly made of record in the United States.

Notwithstanding anything to the contrary herein, ASSIGNOR makes no representation or warranties regarding the Marks, Registrations and Applications, except as and to the extent set forth in the Asset Purchase Agreement. This Assignment is subject and subordinate to all of the

terms and provision of the Asset Purchase Agreement, and in the event of any conflict between any term or provisions hereof and any term or provision of the Asset Purchase Agreement, the latter shall control.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

CLARENCE J. VENNE, INC. (ASSIGNOR)

Dated: July 6, 2001

By: Richard A Venne Sr

Name: Richard A Venne, Sr.

Title: President

State of PA)
) SS
County of PHILA)

On this 6 day of July, 2001, before me,

RONALD A MARONE, the undersigned Notary Public, personally appeared _____ personally known to me OR _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Ronald A Marone
Notary's Signature

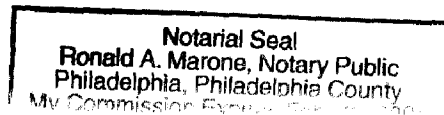


EXHIBIT A - Trademark Applications and Registrations

MARK	COUNTRY	SERIAL #/ FILING DATE	REGISTRATION NO./ REG. DATE	STATUS
WINDOW WRITER	US	76/223925 3/13/01		PENDING
KINDER PAINTS	US	76/152147 10/23/00		PENDING
PHOTO DAUBER	US	76/144601 10/11/00		PENDING
MILLENNIUM MARKER	US	75/850622 11/16/99		PUBLISHED 7/25/00
CLEAR NIGHTS	US	75/693589 4/29/99	2,427,513 2/6/01	REGISTERED
BINGO & design	US	75/474394 4/27/98	2,257,023 6/29/99	REGISTERED
SUNSATONAL	US	75/248238 2/26/97	2,147,524 3/31/98	REGISTERED
DAB'N SEAL	US	74/255581 3/16/92	1,768,067 4/27/93	REGISTERED
DAB'N STIC	US	74/140166 2/19/91	1,704,224 7/28/92	REGISTERED
DAB'N GLO	US	73/632256 11/24/86	1,446,391 7/7/87	REGISTERED
DAB-O-INK WORLD'S FINEST BINGO MARKER & design	US	73/597054 5/13/86	1,454,169 8/25/87	REGISTERED
DAB-O-INK	US	73/595847 4/28/86	1,416,619 11/11/86	REGISTERED