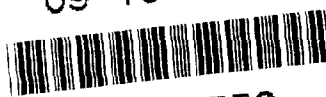


09-10-2001


TO: The Commissioner of Patents and Trademarks

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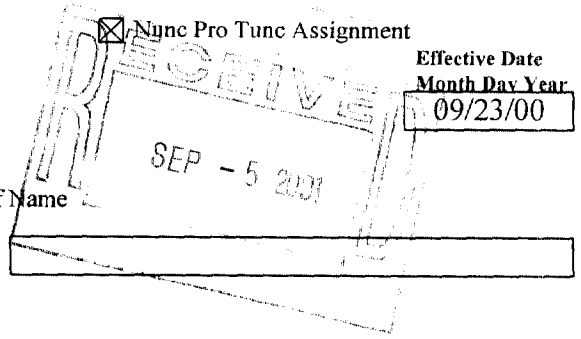
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Submission Type

- New
- Resubmission Document ID# (Non-Recordation) *09/05/01*
- Correction of PTO Error
Reel # Frame #
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Conveyance Type

- Assignment License
- Security Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other



Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

09/07/2001 TDIAZI 00000181 2455746

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01 FC:481 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.

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Name

Address (line 1)

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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)

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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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,455,746"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,455,747"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.)

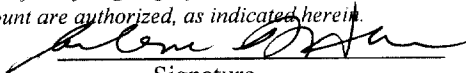
Deposit Account Number: #

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.

Arlene D. Hanks
Name of Person Signing


Signature

08-29-01
Date Signed

**ASSIGNMENT OF TRADEMARKS
AND ACCOMPANYING GOODWILL**

THIS ASSIGNMENT made *nunc pro tunc* effective as of the 23rd day of September, 2000, by and between WATSCO, INC., a Florida corporation, with principal offices located at 2665 South Bayshore Drive, Suite 901, Coconut Grove, Florida 33133, (hereinafter the "Assignor"), and COOL HOLDINGS, INC., a Delaware corporation, with principal offices currently located at 2665 South Bayshore Drive, Suite 901, Coconut Grove, Florida 33133, (hereinafter the "Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the marks WATSCO and WATSCO (Stylized), and the registrations therefor in the United States Patent and Trademark Office, Registration No. 2,455,746 and Registration No. 2,455,747, respectively, (the "Marks"), and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof; and

WHEREAS, Assignee is desirous of acquiring Assignor's rights in the Marks and the registrations therefor in the United States Patent and Trademark Office, and all rights appurtenant thereto;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, receipt of which Assignor acknowledges by its execution below:

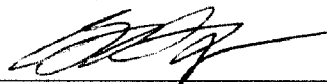
1. Assignor assigns to Assignee *nunc pro tunc* effective as of September 23, 2000 all of its rights, title and interest in and to the Marks and the registrations therefor in the United States Patent and Trademark Office, Registration No. 2,455,746 and Registration No. 2,455,747, respectively, together with the goodwill of the business connected with the use of and symbolized by said Marks, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said Marks and the United States Patent and Trademark Office registrations therefor to Assignee, its successors or assigns.

Effective *nunc pro tunc* as of the 23rd day of September, 2000 and executed this 23
day of August, 2001.


ASSIGNOR:

WATSCO, INC.

By: 
Barry S. Logan
Title: Vice-President

ASSIGNEE:

COOL HOLDINGS, INC.

By: 
Daniel Palmese
Title: Treasurer