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

1. Name of conveying party(ies):

HUMPHREYS INC.

- Individual(s)
- General Partnership
- Corporation-State
- 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: _____

2. Name and address of receiving party(ies)

Name: Randa Acquisition LLC

Internal

Address: _____

Street Address: 120 West 45th Street

City: New York State: NY Zip: 10036

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

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)
SEE ATTACHED

B. Trademark Registration No.(s)
SEE ATTACHED

Additional number(s) attached Yes No

74066353

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

Name: David Adler, Esq.

Internal Address: _____

Olshan Grundman Frome Rosenzweig

& Wolosky LLP

Street Address: 505 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 680.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

MICHAEL T. SCOTT
Name of Person Signing

Michael T. Scott
Signature

1/17/02
Date

Total number of pages including cover sheet, attachments, and document 8

01/18/2002 6TON11 00000155 74066353

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

01 FC:481

40.00 DP
400.00 DP

02 FC:482

TRADEMARK
REEL: 002427 FRAME: 0234

DANTE (Stylized)	US	1769981 05/11/93	74/066353 06/06/90	Expires 05/11/03
ONE-FIFTY	US	1797007 10/05/93	74/248689 02/19/92	Expires 10/05/03

Mark	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Status
REWARD	US	2048118 03/25/97	74/571457 09/09/94	Expires 03/25/07
TWO-FIFTY	US	2056202 04/22/97	74/711786 08/07/95	Expires 04/22/07
BILL ADLER STUDIO	US	2091973 08/26/97	75/011331 10/27/95	Expires 08/26/07
BILL ADLER STUDIO	US	2173354 07/14/98	75/011151 10/27/95	Expires 07/14/08
BILL ADLER STUDIO	US	2269317 08/10/99	75/011332 10/27/95	Expires 08/10/09
REWARD	US	2274705 08/31/99	75/012458 10/30/95	Expires 08/32/09
FROM B-A-S	US	2318191 02/15/00	75/525123 07/24/98	Expires 02/15/10
PEACERS	US	2341426 04/11/00	75/744422 07/07/99	Expires 04/11/00
FROM B-A-S	US	2380389 8/29/00	75/513258 07/07/98	Expires 08/29/10
REWARD	US	2067918 06/03/97	75/011330 10/27/95	Expires 06/03/07

U.S. and Foreign Trademarks and Trademark Applications

Mark	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Status
PEACERS DESIGN	US		75/741299 07/01/99	Pending; Intent to Use Application
PEACERS	US		75/757442 07/01/99	Pending; Intent to Use Application
ADDITIONS	US		75/778379 08/17/99	Pending; Intent to Use Application
PEACERS DESIGN	US		75/741294 07/01/99	Pending; Intent to Use Application
POCKET-MATES	US		75/777109 08/17/99	Pending; Intent to Use Application

Mark	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Status
ADDITIONS	Canada		1033950 10/27/99	Pending: Intent to Use Application
POCKET-MATES	Canada		1033954 10/27/99	Pending: Intent to Use Application
TWO-FIFTY	Canada	TMA471717 02/26/97	802,176 01/19/96	Expires 02/26/13
ONE-FIFTY	Mexico	511729 11/30/95	195145 03/30/94	
TWO-FIFTY	Mexico	521758 04/30/96	252869 01/26/96	

Trademark Assignment

This Agreement, entered into on June 24 2001 ("Effective Date") is by and between Humphreys Inc., a Delaware Corporation, with a place of business at 2009 West Hastings Street, Chicago, IL ("Seller"), and Randa Acquisition LLC, a Delaware Limited Liability Company, with a place of business at 120 West 45th Street, New York, New York, its successors and assigns ("Buyer").

Whereas, pursuant to the terms and provisions of that certain Asset Purchase Agreement dated April 17, 2001 between Seller and Buyer, (the "Asset Purchase Agreement"), Seller wishes to assign to Buyer all of its right, title and interest in and to the trademarks specified in Exhibit 1 attached hereto and incorporated herein by reference together with the goodwill of the Business (as defined in the Asset Purchase Agreement) associated therewith (the "Trademarks"); and

Whereas, Buyer wishes to accept such assignment of the Trademarks.

Now Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Trademarks.

a. Seller hereby assigns to Buyer, and Buyer hereby accepts, without any representations, warranties or recourse whatsoever, as set forth in the Order Authorizing the Sale of Substantially All of Humphreys Inc.'s Assets Free and Clear of Liens, Claims and Encumbrances entered by Judge Robert E. Ginsberg on May 5, 2001 in Case No. 01-B-13742 in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, all of Seller's right, title and interest in and to the Trademarks,

including renewal rights therein, the exclusive right to enforce and to obtain registrations therefor in the United States and throughout the world in the sole name of Buyer, its successors or assigns, and including the goodwill of the Business (as defined in the Asset Purchase Agreement) associated therewith.

b. Seller shall have no further or continuing interest in the Trademarks.

c. Simultaneously with its execution hereof, Seller shall execute the form of Recordation Cover Sheet annexed hereto as Exhibit 2. Seller agrees to execute such other documents as may be requested by Buyer to give effect to the terms hereof.

2. Assignment of Intent To Use Registration Applications.

a. Seller has intended to use the marks set forth on Exhibit 3 in interstate commerce and has filed applications with the United States Patent and Trademark office based on its bona fide intent to use such marks in commerce, which applications have been given Serial Numbers, but for which no allegation of use of the marks under Section 1(c) or 1(d) of the Trademark Act have been filed (the "ITU Applications").

b. Buyer is acquiring the entire business or portion thereof to which the ITU Applications pertains including the goodwill associated therewith, as required by 15 U.S.C. § 1060.

c. Seller does hereby assign to Buyer the ITU Applications in the as part of the entire business or portion thereof to which the ITU Applications pertain, as required by 15 U.S.C. § 1060.

d. Seller shall have no further or continuing interest in the ITU

Applications.

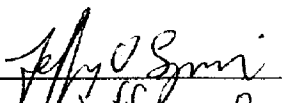
e. Simultaneously with its execution hereof, Seller shall execute the form of Recordation Cover Sheet annexed hereto as Exhibit 2. Seller agrees to execute such other documents as may be requested by Buyer to give effect to the terms hereof.

IN WITNESS WHEREOF, the parties hereto are duly authorized to and do hereby execute this Agreement as of the Effective Date.

HUMPHREYS INC.

By: 
Name:
Title:

RANDA ACQUISITION LLC

By: 
Name: Jeffrey O. Spiegel
Title: Managing Director