

01-31-2002



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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): Things Remembered, Inc. 1-7-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Things Remembered Personalized Gifts, Inc.
Internal
Address:
Street Address: 5500 Avion Park Drive
City: Highland Hts State: OH Zip: 44143
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Ohio
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) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: December 02, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Please See Attachment
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
Please See Attachment
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deborah B. Uluer
Internal Address: Jones, Day, Reavis & Pogue
Street Address: North Point, 901 Lakeside Ave.
City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 15
7. Total fee (37 CFR 3.41): \$ 390.00
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.

Deborah B. Uluer
Name of Person Signing

Signature

1/7/2002
Date

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

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

01/30/2002 01:01 00100014 1022232
01 10:43 40.00 DP
02 10:48 350.00 DP

TRADEMARK REEL: 002433 FRAME: 0942

ADDITIONAL PAGE TO RECORDATION FORM COVER SHEET

Conveying Party: Things Remembered, Inc.
Receiving Party: Things Remembered Personalized Gifts, Inc.
Type of Conveyance: Assignment
Execution Date: December 2, 2001
Page 1 of 1

**TRADEMARK REGISTRATION
NUMBERS**

1,022,232
1,185,199
1,305,481
1,555,109
1,574,053
1,627,655
1,713,471
1,809,064
2,119,030
2,440,425
2,444,538
2,454,770
2,464,565
2,485,653

**TRADEMARK APPLICATION
NUMBERS**

75/711649

TRADEMARK ASSIGNMENT

By and Between

THINGS REMEMBERED, INC.

and

THINGS REMEMBERED PERSONALIZED GIFTS, INC.

DECEMBER 2, 2001

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("*Agreement*") is made and entered into as of December 2, 2001 (the "*Effective Date*"), by and between Things Remembered, Inc., a Delaware corporation ("*TR*"), and Things Remembered Personalized Gifts, Inc., an Ohio corporation ("*TRPG*").

BACKGROUND INFORMATION

A. TR and TRPG are parties to that certain Asset Contribution and Assumption of Liabilities Agreement, dated as of December 2, 2001 (the "Asset Agreement"), pursuant to which TR has agreed to sell and TRPG has agreed to purchase certain of the TR's assets, as set forth in the Asset Agreement.

B. TR is the owner of the United States trademark registrations and applications identified on Schedule A (the "Registered Trademarks") and the unregistered trademarks identified on Schedule A (the "Unregistered Trademarks"), and the goodwill of the business associated therewith (collectively, the "Marks").

C. Pursuant to the Asset Agreement, these Marks are to be assigned to TRPG.

D. TRPG wishes to acquire and TR wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TR does hereby sell, assign, transfer and set over to TRPG the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for TRPG's own use and enjoyment, and for the use and enjoyment of TRPG's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the TR if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for TRPG's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. TR requests the Commissioner of Patents and Trademarks to record TRPG as the TRPG and owner of the Trademark.

TR shall provide to TRPG, its successors, assigns or other legal representatives, cooperation and assistance at TRPG's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens

and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for renewal of a registration covering the Trademark; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, without limitation, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Trademark that TRPG reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, any one of which need not contain the signatures of more than one party, but all of which, taken together, will constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date above first written.

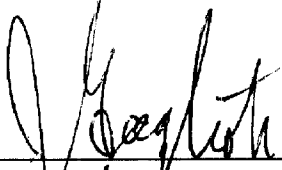
TR:

TRPG:

THINGS REMEMBERED, INC.

THINGS REMEMBERED PERSONALIZED
GIFTS, INC.

By:



Name: Joseph Baglioti
Its: Treasurer and
Assistant Secretary

By:



Name: Thomas T. S. Raun
Its: Vice President

STATE OF Ohio)

SS:

COUNTY OF Cuyahoga

On this 30th day of November, 2001 personally appeared before me Joseph Magiati, known to me to be Treas. + Asst Sec. of Things Remembered, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Things Remembered, Inc.

Notary Public: Debra Mae Gudowicz
My commission expires: July 8, 2003

DEBRA MAE GUDOWICZ
Notary Public, State of Ohio
My Commission Expires July 8, 2003
(Recorded in Cuyahoga County)

STATE OF Ohio)

SS:

COUNTY OF Cuyahoga

On this 30th day of November, 2001 personally appeared before me Thomas Kaung, known to me to be Vice President of Things Remembered Personalized Gifts, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Things Remembered Personalized Gifts, Inc.

Notary Public: Debra Mae Gudowicz
My commission expires: July 8, 2003

DEBRA MAE GUDOWICZ
Notary Public, State of Ohio
My Commission Expires July 8, 2003
(Recorded in Cuyahoga County)

SCHEDULE A

TRADEMARKS

U.S. Registered Trademarks

Registration/Application Number

Monograms Etc.	1,627,655
Things Engraved	1,185,199
Reflections	1,713,471
Danbury Clock Company	1,809,064
Things Remembered Engraved Gifts	1,305,481
Things Remembered	1,022,232
Things Remembered	2,444,538
Keys Express America's Key Expert	1,555,109
Personally Yours Monogrammed & Engraved Gifts	2,119,030
Where America Shops for Keys	1,574,053
Expressions from the Heart	75/711649
Reflections Accents	2,464,565
Reflections Marquis	2,485,653
TR (Stylized)	2,440,425
Things Remembered - Personalized Gifts	2,454,770

Foreign Registered Trademarks

Country

Registration/Application Number

Things Remembered	Australia	846696
Things Remembered	Brazil	
Things Remembered	Canada	1,070,572
Things Remembered	Czech Republic	160934
Things Remembered	Office of the Harmonization of the Internal Market	001752112
Things Remembered	Hong Kong	18540/2000
Things Remembered	Mexico	441265
Things Remembered	Puerto Rico	
Things Remembered	Taiwan	86065399

Unregistered Trademarks

The Cherished Wedding
Great Unexpected Gifts