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SHEET

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

<p>1. Name of conveying party(ies): <u>Re</u>          Mary Drolet          3049 W. Harrison, Chicago, IL 60612  <input checked="" type="checkbox"/> Individual  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____          Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)          Name: CLUB LIBBY LU, LLC          Internal Address:          Street Address: 3049 W. Harrison          Chicago, IL 60612  <input type="checkbox"/> Individual  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State: Illinois limited liability company  <input type="checkbox"/> Other _____</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other: License - This is a resubmission of Document ID          No. 101887439          Execution Date: September 14, 2001</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

4. Application number(s) or patent number(s):  
 If this document is being filed together with a new application, the execution date of the application is:

<p>A. Trademark Application No.(s)          75/847,776 filed on Nov. 12, 1999          76/049,474 filed on May 16, 2000          76/101,469 filed on Aug. 2, 2000</p>	<p>B. Trademark Registration No.(s)          Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:          Name: Max Shaftal          Internal Address: PATZIK, FRANK &amp; SAMOTNY LTD.          Street Address: 150 South Wacker Dr., Suite 900          City: Chicago State: IL Zip: 60606</p>	<p>6. Total number of applications and registrations involved. <u>3</u>          7. Total fee (37 CFR 3.41) \$120.00  <input checked="" type="checkbox"/> Enclosed - \$0.00 - FEE PREVIOUSLY SUBMITTED  <input type="checkbox"/> Authorized to be charged to deposit account          8. Deposit account number: 50-1325          (Attach duplicate copy of this page if paying by deposit account)</p>
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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 Ross [Signature] February 5, 2002  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

## TRADEMARK LICENSING AGREEMENT

**THIS AGREEMENT**, effective nunc pro tunc as of the 16<sup>th</sup> day of August, 2000, by and between MARY DROLET, an individual residing at 3049 W. Harrison, Chicago, Illinois 60612 (hereinafter "DROLET"), and CLUB LIBBY LU, LLC, an Illinois Limited Liability Company, having a principal place of business at 3049 W. Harrison, Chicago, Illinois 60612 (hereinafter "CLUB LIBBY LU").

WHEREAS, DROLET is the owner of the trademarks listed in Schedule A, attached hereto, as well as common law rights thereto (hereinafter collectively referred to as "Marks").

WHEREAS, CLUB LIBBY LU is willing to receive such rights granted by DROLET subject to such terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, DROLET and CLUB LIBBY LU agree as follows:

1. Term

1.1 This Agreement shall continue in force for one (1) year from the Effective Date, and will be automatically renewed for periods of one (1) year each, unless either party gives notice of termination to the other party upon thirty (30) days written notice, or upon assignment of the Marks by DROLET to CLUB LIBBY LU. Such notice will terminate this Agreement thirty (30) days after receipt of same.

2. Grant of License

2.1 Subject to the provisions of this Agreement, DROLET grants to CLUB LIBBY LU, and CLUB LIBBY LU accepts, a non-exclusive, nontransferable, personal license to use the Marks.

2.2 CLUB LIBBY LU shall not use the Marks other than as provided in Section 2.1 hereof.

3. Payment

3.1 CLUB LIBBY LU has paid to DROLET an initial payment of one dollar (\$1.00) prior to execution of this Agreement.

3.2 Due to the special relationship and circumstances between DROLET and CLUB LIBBY LU, DROLET waives its right to any other royalties or monetary payments with respect to the Marks. This is not intended to serve as precedent as to any third parties, or any indication of the value of the Marks.

4. Quality Standards

- 4.1 CLUB LIBBY LU agrees that the nature and quality of: (1) all services rendered by CLUB LIBBY LU in connection with the Marks; (2) all goods produced, distributed or sold by CLUB LIBBY LU under the Marks; and (3) all related advertising, promotional, and other related uses of the Marks by CLUB LIBBY LU shall conform to at least the current standards for same of CLUB LIBBY LU.
- 4.2 CLUB LIBBY LU agrees to cooperate with DROLET in facilitating DROLET's control of the nature and quality of services, products or promotion using the Marks, to permit reasonable, periodic inspection of CLUB LIBBY LU's operations, at reasonable times and with reasonable notice, and to supply DROLET with specimens of all uses of the Marks upon request. CLUB LIBBY LU shall comply with all applicable laws and regulations and obtain all appropriate governmental approvals pertaining to the use or promotion of the Marks.

5. The Marks

- 5.1 CLUB LIBBY LU acknowledges the ownership of the Marks by DROLET, agrees that it will do nothing inconsistent with such ownership, and that all use of the Marks by CLUB LIBBY LU and all goodwill developed therefrom shall inure to the benefit of and be on behalf of DROLET. CLUB LIBBY LU agrees that nothing in this Agreement shall give CLUB LIBBY LU any right, title or interest in the Marks other than the right to use the Marks in accordance with this Agreement and CLUB LIBBY LU agrees that it will not attack the title of DROLET to the Marks or attack the validity of this Agreement.

6. Effects of and Procedure on Termination

- 6.1 Upon the expiration or termination of this Agreement, CLUB LIBBY LU agrees immediately to discontinue all use of the Marks and any term confusingly similar thereto, to destroy all printed materials bearing the Marks, and that all rights in the Marks and the good will connected therewith shall remain the property of DROLET, unless otherwise assigned by DROLET to CLUB LIBBY LU.

7. Assignment

- 7.1 This Agreement may be assigned by DROLET but shall not be assignable or transferable by CLUB LIBBY LU without the prior written consent of DROLET, and any attempted assignment by CLUB LIBBY LU without such prior written consent shall be void and shall constitute a breach of the obligations of CLUB LIBBY LU hereunder.

8. Applicable Law

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws. Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to, this Agreement shall be brought in any Federal or State court located in the State of Illinois.

9. Modification, Amendment, Supplement, or Waiver

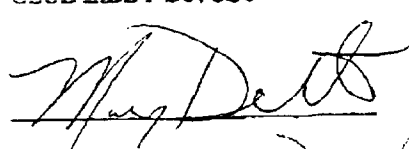
9.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral.

9.2 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both of the parties to this Agreement. A waiver by either party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

CLUB LIBBY LU, LLC

  
Mary Diolet

  
Name: Mary Diolet  
Title: Managing Partner

513-1813

**SCHEDULE A**

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing. Date</u>
CLUB LIBBY LU	75/847,776	Nov. 12, 1999
• CLUB LIBBY LU and Design	76/049,474	May 16, 2000
VIP (Very Important Princess!)	76/101,469	Aug. 2, 2000