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Form PTO-1594

(Rev. 03/01)

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

FINANCE SECTION TRADEMARK

RECORDATION FORM

COMMERCE
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):

Tiger Trading Company, Ltd.
an Illinois corporation

3-12-02

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

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

2. Name and address of receiving party(ies)

Name: Senario, LLC

Internal Address: 111 Erick Street, Unit 111

Street Address:

City: Crystal Lake State: IL Zip: 60014

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other an Illinois 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

3. Nature of conveyance:

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

Execution Date: as of December 1, 2000

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

A. Trademark Application No.(s) 78027124

B. Trademark Registration No.(s) 2480160, 2527607

Additional number(s) attached Yes No

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

Name: Michael N. Levy

Internal Address:

Street Address: Goldberg Kohn
55 E. Monroe St., Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael N. Levy

Name of Person Signing

Michael N. Levy
Signature

3/5/2002

Date

Total number of pages including cover sheet, attachments, and document: 5

04/05/2002 TDIAZI

00000052 78027124

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

01 FC:481
02 FC:482

40.00 OP
50.00 OP

BILL OF SALE

This Bill of Sale is made and entered into as of the 1st day of December, 2000, by Tiger Trading Company, Ltd., an Illinois corporation ("**Tiger Trading**") and Senario, LLC, an Illinois limited liability company ("**Purchaser**").

WITNESSETH

For good and valuable consideration paid to Tiger Trading, the receipt and sufficiency of which are hereby acknowledged, Tiger Trading does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER AND DELIVER unto Purchaser, its successors and assigns, all tangible and intangible assets used in connection with the SCOOKIE, SMARTBOX and DIGI GIRL lines of business, including, without limitation, the trademarks listed on Exhibit A attached hereto, as well as all goodwill appurtenant thereto (collectively, the "**Purchased Assets**"), free and clear of all liens, claims and encumbrances.

In addition, Purchaser hereby assumes and agrees to discharge promptly as they become due all liabilities and obligations of Tiger Trading arising in connection with the SCOOKIE, SMARTBOX and DIGI GIRL lines of business, except for any such liabilities or obligations of Tiger Trading for Federal, state or local taxes on income accruing on or prior to the date hereof (collectively, the "**Assumed Liabilities**"). Purchaser shall forever defend, indemnify and hold harmless Tiger Trading from and against any and all liabilities, obligations, claims, damages (including incidental and consequential damages), costs and expenses (including court costs and reasonable attorneys' fees) related to or arising from Purchaser's failure to fully perform and discharge the Assumed Liabilities.

The purchase price for the Purchased Assets is one hundred seventy five thousand dollars and zero cents (\$87,500) (the "**Purchase Price**") and shall be allocated among the Purchased Assets as detailed on Exhibit B attached hereto.

Tiger Trading hereby covenants and agrees with Purchaser that Tiger Trading will, whenever and as often as reasonably required so to do by Purchaser, execute, acknowledge and deliver to Purchaser such other reasonable instruments of conveyance, assignment and transfer of the Purchased Assets, and take such other action as Purchaser may reasonably request to more effectively convey, assign and transfer the Purchased Assets to Purchaser consistent with the terms of this Bill of Sale.

Purchaser hereby covenants and agrees with Tiger Trading that Purchaser will, whenever and as often as reasonably required so to do by Tiger Trading, execute, acknowledge and deliver to Tiger Trading such other reasonable instruments of conveyance, assignment and transfer of the Assumed Liabilities, and take such other action as Tiger Trading may reasonably request to more effectively convey, assign and transfer the Assumed Liabilities to Purchaser consistent with the terms of this Bill of Sale.

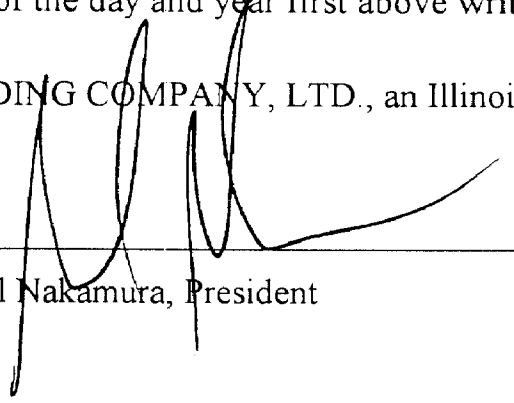
Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties to this Bill of Sale, any rights or remedies under or by reason of this Bill of Sale.

No modification, amendment or waiver of any provisions of this Bill of Sale shall be effective unless approved in writing by each of the parties hereto. Any party's failure at any time to enforce any of the provisions of this Bill of Sale shall in no way be construed as a waiver of such provisions and shall not affect the right of such party to enforce each and every provision hereof in accordance with its terms.

The parties hereto agree that this Bill of Sale shall be governed by and construed in accordance with the laws of the State of Illinois and applicable Federal law, without regard to any conflict of laws principles of either jurisdiction.

IN WITNESS WHEREOF, Tiger Trading has caused this Bill of Sale to be negotiated, executed and delivered to Purchaser as of the day and year first above written.

TIGER TRADING COMPANY, LTD., an Illinois corporation

By 
Michael Nakamura, President

ACKNOWLEDGED AND AGREED TO
as of the day and year first above written:

SENARIO, LLC, an Illinois limited liability company

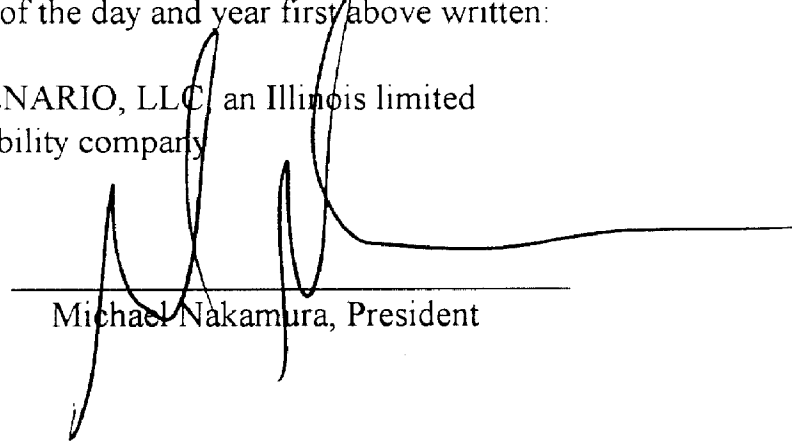
By 
Michael Nakamura, President

EXHIBIT A

**TRADEMARKS INCLUDED AS PART OF
THE PURCHASED ASSETS**

<u>TRADEMARK</u>	<u>SERIAL NUMBER OR APPLICATION NUMBER</u>
SCOOZIE	2,527,607
SCOOZIE PET	2,480,160
SENARIO	78/027,124

EXHIBIT B

Allocation of Purchase Price

SCOOZIE line of business	\$85,000
SMARTBOX line of business	\$2,000
DIGI GIRL line of business	\$500