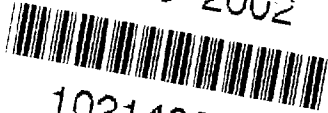


07-09-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

7.2.02

Conveyance Type

New

Resubmission Document ID # _____ (Non-Recordation)

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Assignment

License

Security Agreement

Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month: 08 Day: 23 Year: 2000

Conveyance Party

Enter Additional Conveying Party

Mark if additional names of conveyance parties attached

Name Savane International Corp.

Execution Date
Month: 08 Day: 15 Year: 2000

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship State of Incorporation/Organization Texas

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name TSI Brands, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 Delaware Avenue

Address (line 2) Suite 900

Address (line 3) Wilmington City Delaware State/Country 19301 Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship State of Incorporation/Organization Delaware

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 the Assignment.)

07/09/2002 AMMBE1 00000061 76139589

01 FC:481
02 FC:482

40.00 OP
50.00 OP

FOR OFFICE USE ONLY

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.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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)

Address (line 4)

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" value="76/139,589"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,423,325"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,040,777"/>	<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.

Claire M. Kimball
Name of Person Signing

Claire M. Kimball
Signature

July 1, 2002
Date Signed

TRADEMARK ASSIGNMENT

SAVANE INTERNATIONAL CORP., a corporation of the State of Texas, with its principal place of business at 4902 West Waters Avenue, Tampa, Florida 33634 (hereinafter called "ASSIGNOR"), has adopted and used and is the owner of the trademarks, listed in the schedule attached hereto as Schedule A and made a part hereof (hereinafter referred to as the "Marks"), in connection with ASSIGNOR'S goods and services, and the goodwill associated therewith; and **TSI BRANDS, INC.**, a corporation of the State of Delaware, with its principal place of business at 300 Delaware Avenue, Suite 900, Wilmington, Delaware 19801 (hereinafter called "ASSIGNEE"), desires to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of payment by ASSIGNEE to ASSIGNOR the sum of one dollar (\$1.00) and other valuable consideration, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, all right, title and interest in and to the Marks, including any and all pre-existing claims related thereto, and all registrations and applications for registration of the Marks, together with the goodwill of the business symbolized by the Marks, and including any and all rights to damages or profits, due to or to become due, accrued or to accrue, arising out of past, present or future infringement of the Marks or injury to said goodwill, together with the right to sue or recover the same in the ASSIGNEE's name. The parties acknowledge such transfer constitutes a contribution to the capital of ASSIGNEE intended to qualify as a transfer to a corporation controlled by ASSIGNOR under Section 351 of the Internal Revenue Code. ASSIGNOR further agrees to execute all documents necessary to perfect such rights, title, and interest in ASSIGNEE, its successors, assigns, and legal representatives.

If any term, provision or part of this agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this agreement shall not be impaired or affected thereby, and each term, provision and part

shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

This agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument notwithstanding that all parties are not signatories to the same counterparts.

The parties hereto acknowledge that each has read this agreement, understand it, and agree to be bound by its terms. The parties further agree that this agreement is the complete and exclusive statement of agreement respecting the subject matters hereof, and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating hereto. The parties further acknowledge and agree that this agreement may not be modified, unless agreed to, in writing, by the parties.

IN WITNESS HEREOF, the ASSIGNOR has caused this Trademark Assignment to be executed by a duly authorized corporate officer to be effective as of 12:02 a.m. (E.D.T.), August 23, 2000.

ASSIGNEE hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized corporate officer to be effective as of the 12:02 a.m. (E.D.T.), August 23, 2000.

TSI BRANDS, INC.

By: *[Signature]*

Name: *Gregory L. Wilham*

Title: *President*

STATE OF *Delaware* §

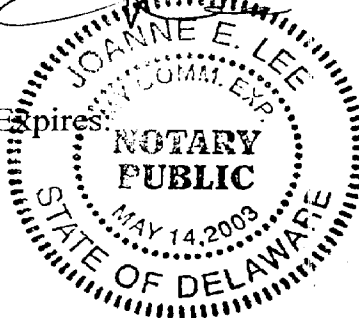
COUNTY OF *New Castle* §

On this *15th* day of *August*, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared *Gregory L. Wilham*, known by me to be the person of the above name and an officer of **TSI BRANDS, INC.**, duly authorized to execute this Trademark Assignment on behalf of **TSI BRANDS, INC.**, who signed and executed the foregoing instrument on behalf of **TSI BRANDS, INC.**

[Signature]

Notary Public

My Commission Expires:



Schedule A

<u>Mark</u>	<u>Application/Registration Number</u>
BAY TO BAY and Design	76/139,589
MICHELANGELO BUONARROTI and Design	2,423,325
JOHNNY BOY	2,040,777

Error! Unknown document property name.

RECORDED: 07/02/2002

**TRADEMARK
REEL: 002540 FRAME: 0486**