

07-16-2002

Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Impressions On Hold International, Inc.

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

7.11.02

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

3. Nature of conveyance:

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

Execution Date: 07/08/2002

2. Name and address of receiving party(ies)

Name: Perception Marketing, LLC

Internal

Address:

Street Address: 51 East 42 St., Room 310

City: NYC State: NY Zip: 10017

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

B. Trademark Registration No.(s) 2063098

Additional number(s) attached  Yes  No

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

Name: Joseph D. Fincher

Internal Address: HALL, ESTILL, HARDWICK,  
GABLE, GOLDEN & NELSON, P.C.

Street Address: 320 South Boston Avenue  
Suite 400

City: Tulsa State: OK Zip: 74103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Joseph D. Fincher

Name of Person Signing

*Joseph D. Fincher*  
Signature

7/9/02

Date

Total number of pages including cover sheet, attachments, and document: 2

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

07/15/2002 6TON11 00000128 2063098

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40.00 DP

TRADEMARK

REEL: 002544 FRAME: 0118

**EXHIBIT "E.2"**

**ASSIGNMENT OF PENDING AND REGISTERED TRADEMARKS**

WHEREAS, Impressions On Hold International, Inc., an Oklahoma corporation ("Assignor"), having its principal offices in Tulsa, Oklahoma, has adopted, used, is using and is the owner of the following trademarks or service marks (the "Marks"), which are either pending registration, or are currently registered in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration or Serial No.</u>	<u>Date of Registration or of Filing with PTO</u>
IMPRESSIONS ON HOLD INTERNATIONAL	Registration No. 2063098 Serial No. 75102743	May 20, 1997

WHEREAS, pursuant to the terms of that certain Settlement Agreement and Release entered into by Assignor, Assignee (hereafter defined) and other parties (the "Settlement Agreement"), Assignee has agreed to assign all of its right, title and interest in and to the Marks to Perception Marketing, LLC, a New York limited liability company ("Assignee"), having its principal office at New York, New York;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Marks, together with the good will of the business symbolized by said Marks and registrations thereof.

FURTHER, Assignor warrants that as of the date hereof, it is the sole owner of the Marks, Assignor and Assignee agree that this assignment is and shall be subject to the terms, conditions and warranties set forth in the Settlement Agreement and this assignment shall not limit or affect the other assignments and conveyances made pursuant to the terms of the Settlement Agreement.

EXECUTED this 8 day of July, 2002.

Impressions On Hold International, Inc.

By: *John B. Bersin*  
Print Name: John B. Bersin  
Title: president

STATE OF Oklahoma )  
) ss.  
COUNTY OF Tulsa )

On this 8th day of July, 2002, personally appeared John B. Bersin, to me known and known to me to be the President of Impressions On Hold International, Inc., and acknowledged that he/she/it has executed the foregoing Assignment on behalf of Impressions On Hold International, Inc. pursuant to authority duly received.

*Kathryn Wood*  
Notary Public

My Commission Expires:  
December 21, 2002