

08-05-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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): Promotional Marketing, LLC d/b/a Upshot 07-30-02
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Illinois limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Equity Marketing, Inc. Internal Address: Street Address: 6330 San Vicente Boulevard City: Los Angeles State: CA Zip: 90048
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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: 07/17/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,270,378, 2,377,523, 2,377,524
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Marissa Lee, Esq. Internal Address: Latham & Watkins Street Address: 633 West Fifth Street Suite 4000 City: Los Angeles State: CA Zip: 90071

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. Rachel Pinto Name of Person Signing Signature Date 7-25-02

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

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

FINANCE SECTION 2002 JUL 25 AM 10:42

TRADEMARK REEL: 002555 FRAME: 0168

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 17, 2002, is entered into by PROMOTIONAL MARKETING, L.L.C. d/b/a UPSHOT, an Illinois limited liability company (the "Assignor"), as assignor, in favor of EQUITY MARKETING, INC., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of May 22, 2002, by and among Assignor, Assignee, and HA-LO Industries, Inc., a Delaware corporation (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell the Assets to the Assignee in exchange for the Purchase Price set forth therein; and

WHEREAS, Assignee would not have entered the Asset Purchase Agreement but for Assignor's execution of this Assignment.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Assignor agrees:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Asset Purchase Agreement.

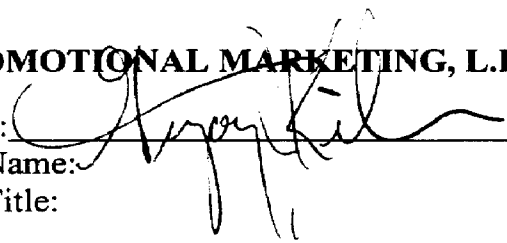
2. Assignment of Intellectual Property. Effective concurrently with the Closing, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Intellectual Property, including without limitation the Intellectual Property listed on Schedule I attached hereto, and agrees to provide all assistance reasonably requested by Assignee in the establishment, preservation and enforcement of Assignee's rights to such Intellectual Property. Assignor hereby waives all moral rights with respect to the Purchased Assets, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. Further Acts. Assignor agrees to execute any additional documents necessary or reasonably requested by Assignee to effect or evidence the assignment of Intellectual Property contemplated by Section 2 ("Supporting Documents"). If Assignor fails or refuses to execute any Supporting Documents, Assignor hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the president of Assignee, and of any corporate successor of Assignee, shall be, and are hereby, irrevocably appointed Assignor's attorneys-in-fact with full authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect or evidence the assignments of Section 2.

[Signature Page Follow]

Executed this 17 day of July, 2002.

PROMOTIONAL MARKETING, L.L.C. d/b/a UPSHOT

By: 
Name: _____
Title:

SCHEDULE I

INTELLECTUAL PROPERTY

1. UPSHOT (trademark registration number 2,270,378)
2. Fly Paper Media in Motion and Design (trademark registration number 2,377,523)
3. Fly Paper (trademark registration number 2,377,524)
4. UPSHOT.net (registered domain name)

SCHEDULE I-1

Assignment of Intellectual Property
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