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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and 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): Kevin James Leck and Gina Leck
[X] Individual(s)
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies)
Name: Thomas P. Gallo
Internal
Address:
Street Address: 200 E. Randolph Drive
City: Chicago State: IL Zip: 60601
[X] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State
[] 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:
[X] Assignment
[] Merger
[] Security Agreement
[] Change of Name
[] Other
Execution Date: 7-10-2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,552,299
Additional number(s) attached [] Yes [X] No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tracy L. Reilly
Internal Address: Kirkland & Ellis
Street Address: 200 E. Randolph, Suite 4800
City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41): \$
[] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number:
22-0440
(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.
Neil Hirshman
Name of Person Signing
Signature
Date 7/31/02
Total number of pages including cover sheet, attachments, and document: 3

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

08/08/2002 6TDM11 00000108 220440 2552299
01 FC:481 40.00 CH

TRADEMARK
REEL: 002558 FRAME: 0823

EXHIBIT A

TRADEMARK, SERVICE MARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK, SERVICE MARK AND TRADE NAME ASSIGNMENT (the "Assignment") is made and entered into as of July 10, 2002 (the "Effective Date") by and between each of Kevin James Leck and Gina Leck, individuals residing at 5541 Schumacher Lane, Houston, Texas 77056 (each an "Assignor" and together, the "Assignors"), and Thomas P. Gallo, an individual residing in Illinois (the "Assignee").

WHEREAS, the Assignors have adopted, used and are using the Trademark (as defined below);

WHEREAS, Assignee desires to acquire all rights in and to the Trademark; and

WHEREAS, Assignors and Assignee are parties to an Asset Purchase Agreement dated July 10, 2002, pursuant to which the Assignors have agreed to sell, and Assignee has agreed to purchase, the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, grant, transfer, convey, assign and deliver to Assignee all right, title and interest in and to the mark CHILD OF MINE (whether used as a trademark, service mark and/or trade name), including all variations thereof (e.g., stylized and designs), all federal, state and common law rights therein, and all United States and foreign applications and registrations therefor, including without limitation, United States Trademark Reg. No. 2,552,299, together with the goodwill of the business represented by the foregoing (collectively, the "Trademark"), and all other corresponding rights that are or may be hereafter secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Trademark.

Assignors shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance that Assignee reasonably may deem appropriate to effectuate the purposes of this Assignment.

* * * *

IN WITNESS WHEREOF, Assignors and Assignee have executed this Agreement as of the Effective Date.

KEVIN JAMES LECK

Kevin James Leck

Date: 7/10/02

GINA LECK

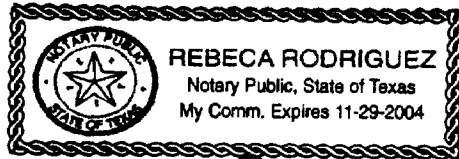
Gina Leck

Date: 7/10/02

THOMAS P. GALLO

Thomas P. Gallo

Date: 7/10/02



Rebeca Rodriguez