

08-16-2002



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

RECORD 102192514
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

M&L International, Inc. 8-14-02

- 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: M&L International Group, LLC

Internal

Address:

Street Address: 350 Fifth Avenue

City: New York State: NY Zip: 10118

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Delaware 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
- Merger
- Security Agreement
- Change of Name

Other To correct assignee information in previous assignment recordal
Execution Date: at reel frame 1879/0244

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached Yes No

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

Name: Sandra Edelman

Internal Address:

Street Address: 250 Park Avenue

15th Floor

City: New York State: NY Zip: 10177

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

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.

Sandra Edelman
Name of Person Signing

Signature

8/15/02
Date

5

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

08/15/2002 LWELLER 00000218 1294492

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
225.00 OP

TRADEMARK
REEL: 2563 FRAME: 0123

SCHEDULE

UNITED STATES REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION/ SERIAL NO.</u>	<u>REGISTERED</u>
Good Friends	1,294,492	September 11, 1984
Winning Team	1,773,699	May 25, 1993
Windy Trail	1,836,878	May 17, 1994
Cyberfleece	2,088,371	August 12, 1997
Weather Tamer	730,123	April 17, 1962
Weather Tamer	1,561,092	October 17, 1989
The Kids Andy Johns	2,045,161	March 11, 1997
Kaos	1,419,300	December 2, 1986
Andy Johns	1,562,284	October 24, 1989
Andy Johns	1,060,825	March 8, 1977

ASSIGNMENT

WHEREAS, M&L International, Inc., an Illinois corporation with its principal place of business located at 1333 North Kingsbury Street, Chicago, Illinois 60622 ("Assignor") is the owner of the trademarks and the registrations and application therefor listed on Schedule A hereto (the "Trademarks"), and the goodwill associated therewith; and

WHEREAS, M&L International Group, LLC, a Delaware limited liability company with its principal place of business at 350 Fifth Avenue, New York, New York 10118 ("Assignee") desires to acquire all right, title and interest in and to the Trademarks, the trade identification and goodwill symbolized thereby and the entire business or portion thereof to which the Trademarks pertain;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest, including common law rights, in and to the Trademarks, together with the goodwill of the businesses symbolized by the Trademarks and the entire business and/or portion thereof to which the Trademarks pertain, and all causes of action, claims, and demands or other rights for, or arising from, any infringement, including past infringement of the Trademarks.

M&L INTERNATIONAL, INC.

Date: 3/4/99

By: *Peter Vandenberg*

Name:

Title:

State of New York)
) ss.
County of New York)

On this 4th day of MARCH, 1999, before me personally appeared Peter Vandenberg, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the above-identified corporation with authority to do so.

RICHARD N. TILTON
Notary Public, State of New York
No. 4619067
Qualified in New York County
Commission Expires 6/10/99

Peter Vandenberg
Notary Public

M&L INTERNATIONAL GROUP, LLC

Date: _____

By: _____
Name:
Title:

State of New York)
) ss.
County of New York)

On this ____ day of _____, 1999, before me personally appeared _____, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the above-identified corporation with authority to do so.

Notary Public

Date: _____

By: _____

Name:

Title:

State of _____)
) ss.
County of _____)

On this ____ day of _____, 1999, before me personally appeared _____, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the above-identified corporation with authority to do so.

Notary Public

M&L INTERNATIONAL GROUP, LLC

Date: March 5, 1999

By: Stuart M. Cohen

Name: STUART-M. COHEN

Title: E.V.P.

State of New York)
) ss.
County of New York)

On this 5th day of March, 1999, before me personally appeared Stuart M. Cohen, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the above-identified corporation with authority to do so.

CHARLES SKOP
Notary Public, State of New York
No. 30-4786093
Qualified in Nassau County 99
Commission Expires May 31, 1999

Charles Skop
Notary Public