

FORM PTO-1594

(Rev. 6-93)

To the Honorable

08-19-2002



102194563

8-14-02

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Record the attached original documents or copy thereof.

1. Name of conveying party(ies)

Henry E. Grethel
240 Central Park South
New York, NY 10019

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

Additional name(s) of conveying party(ies) attached?

Yes No

Name and address of receiving party(ies)

Name: **HG Design International, LLC**

Internal Address:

Street Address: **724 Fifth Avenue**

City: **New York** State: **NY** Zip: **10122**

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

3. Nature of conveyance:

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

Execution Date: **12/31/00**

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) **75/190,344**

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: **Gary Fitzgerald**
Internal Address: **Kramer Levin Naftalis & Frankel LLP**
Street Address: **919 Third Avenue**
City: **New York** State: **New York** Zip: **10022**

6. Total number of applications and registrations involved.....

4

7. Total fee (37 CFR 3.41)\$**115.00**

- Enclosed
- Authorized to be charged to deposit account # **50-0540**

8. Deposit account number: **50-0540**

(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.

Katherine Meyer

Name of Person Signing

Katherine Meyer
Signature

February 25, 2002

Date

Total number of pages including cover sheet, attachments, and document: **3**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RFCST.PTO

Schedule A

Trademark

Registration No.

Serial No.

HG Design (application #75/190344)

Equipment by HG Design International

Henry Grethel (eyeglasses)

Henry Grethel (clothing)

2180352

2437490

1196814

75603361

73324844

NOTICE OF

ASSIGNMENT OF ROYALTIES

Agreement made as of December 31,2000 among HENRY E. GRETHEL, an individual residing at 240 Central Park South, New York, New York 10019 ("Grethel") , HG DESIGN INTERNATIONAL, LLC, a Delaware limited liability company, with offices at 724 Fifth Avenue, New York, New York 10022 ("HGDI") (together the : "Grethel Parties"), and Richard A.Eisner & Company,LLP having its principal place of business at 575 Madison Avenue, New York,N.Y.10022-2597 ("Eisner"),

WHEREAS, Grethel is the owner of the trademarks, including the registrations therefor and the goodwill of the business related thereto, identified on the attached Schedule A ("Trademarks"); and

WHEREAS, Grethel licensed certain rights to the Trademarks to HGDI pursuant to a License Agreement dated October 31,1995 (the "License Agreement"); and

WHEREAS, Grethel and HGDI have entered into an agreement of even date herewith, pursuant to which they have agreed that certain royalties and proceeds earned in connection with the Trademarks shall be assigned to Eisner (the "Settlement Agreement"); and

WHEREAS, Grethel and HGDI desire that the obligation to pay such royalties and other proceeds from the Trademarks to Eisner be recorded with the United States Patent and Trademark Office ("PTO") against the Trademarks.


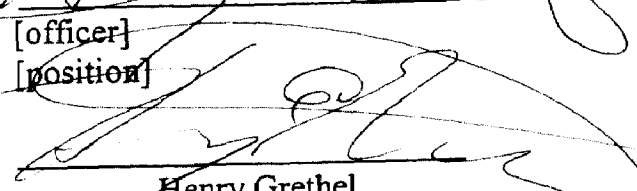
NOW, THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree:

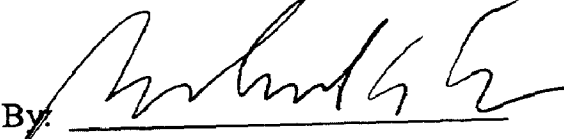
1. That this Assignment of Royalties be recorded against the Trademarks.
2. Grethel, the owner of the Trademarks, and HGDI as licensee of the Trademarks, hereby authorize the PTO to record this Assignment evidencing HGDI's and Grethel's obligation to pay or cause to be paid to Eisner certain royalties earned for certain uses and certain other proceeds.

IN WITNESS WHEREOF, the parties, and where applicable, their duly authorized officers, have executed this Agreement as of the 31st day of December, 2000.

HG DESIGN INTERNATIONAL LLC

RICHARD A. EISNER & COMPANY LLP

By: 
[officer]
[position]

Henry Grethel

By: 

Schedule A

Trademark

Registration No.

Serial No.

HG Design (application #75/190344)
Equipment by HG Design International
Henry Grethel (eyeglasses)
Henry Grethel (clothing)

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