

08-22-2002

SHEET

Docket No.:

PLY

274.0001



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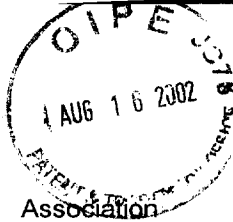
To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

HIGHGATE PRODUCTS, LLC

8-16-02



- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: A & A Global Industries, Inc.

Internal Address: _____

Street Address: 2301 York Road

City: Timonium State: MD ZIP: 21093-

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: April 30, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,431,175	2,035,972
2,454,767	2,024,372
2,095,505	

Additional numbers Yes No

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

Name: Maurice U. Cahn

Internal Address: CAHN & SAMUELS, LLP

Street Address: 2000 P Street N.W.

Suite 200

City: Washington, State: DC ZIP: 20036

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

5

7. Total fee (37 CFR 3.41):.....\$ \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

08/21/2002 DBYRNE 00000141 2431175

01 FC 481 40.00 DP
02 FC 482 100.00 DP

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.

George A. Metzethin, Reg. No. 41,995

Name of Person Signing

Signature

16 August 2002

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

ASSIGNMENT

THIS AGREEMENT, effective April 30, 2002, is made by and between HIGHGATE PRODUCTS, LLC, a Texas Limited Liability Company (hereafter "HIGHGATE") having a business address of 4422 Spring Valley Road, Dallas, Texas 75244 and A & A GLOBAL INDUSTRIES, INC., (hereafter "A & A"), a corporation existing under the laws of the State of Maryland and having an address of 2301 York Road, Timonium, Maryland 21093

WHEREAS, HIGHGATE has adopted, used, is using, and is the owner of the following registrations and trademarks through its own use and acquisition of rights and use of its predecessors, as applied to decorative rub-on transfers and temporary tattoos:

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
EXPRESSIONS and Design	2,431,175	Feb. 27, 2001
BODY STYLES FASHION BODY ART and Design	2,454,767	May 29, 2001
A MAKEOVER IN MINUTES!	2,095,505	Sept. 9, 1997
WOOD & WALL	2,035,972	Feb. 7, 1997
STYLE A TILE	2,024,372	Dec. 17, 1996

WHEREAS, A&A is desirous of acquiring said registrations including all goodwill associated therewith, and as well as all rights in and to said trademarks, trademark rights, and goodwill associated therewith throughout the world;

NOW, THEREFORE, for good and valuable consideration pursuant to underlying agreements, the receipt hereof being acknowledged, the undersigned, HIGHGATE, does hereby assign all right, title, and interest in and to said registrations, trademarks rights together with said goodwill of the business symbolized by and associated with said registrations, trademarks and said trademark rights to A & A. HIGHGATE also agrees to provide A & A any assistance reasonably requested by A & A which A & A believes is

required to enforce such rights in the United States and throughout the world and further agrees not to engage in any activity that would diminish the value of the rights conveyed herein.

The above rights are to be held and enjoyed by the A & A together with full power to dispose of same or assign to others, as fully and entirely as the same could have been held and enjoyed by HIGHGATE, its successors and assigns, if this sale and assignment had not been made.

Signed at Dallas, Texas

For: HIGHGATE PRODUCTS, LLC

Date: 4-30-02 By: 

ACCEPTANCE OF ASSIGNMENT

A & A GLOBAL INDUSTRIES, INC., hereby declares that it accepts the assignment of all the right, title, and interest of HIGHGATE in and to the above identified trademarks and the existing applications for registration therefor, the subject matter of this assignment.

Signed at Dallas, Texas.

For: A & A GLOBAL INDUSTRIES, INC.

Date: 4-30-02 By: 