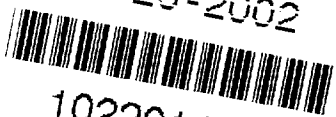


08-26-2002

8-26-02



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

SHEET 1/1

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): 8-26-02 Michael Caruso & Co., Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 08/20/2002

2. Name and address of receiving party(ies)

Name: IP Holdings LLC Internal Address:

Street Address: 103 Foulk Road Wilmington DE 19803 City: State: Zip:

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

Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Delaware Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1500609

Additional number(s) attached Yes No

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

Name: Howard N. Aronson, Esq.

Internal Address: Lackenbach Siegel LLP

Street Address: Lackenbach Siegel Bldg.

One Chase Road

City: Scarsdale State: NY Zip: 10583

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

- 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.

HOWARD N. ARONSON

Name of Person Signing

Signature

8-23-2002

Date

Total number of pages including cover sheet, attachments, and document: 14

08/27/2002 LAMPELLER 00000053 1500609

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 DP 200.00 DP

**Trademark Registration Nos.**

2,204,391

1,960,546

1,331,004

1,974,123

2,575,543

2,225,525

2,224,026

2,522,492

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is made between Michael Caruso & Co., Inc., a California corporation ("Assignor"), and IP Holdings LLC, a Delaware limited liability company, having a place of business at 103 Foulk Road, Wilmington, Delaware 19803 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark applications and registrations identified on Schedule A attached hereto (collectively the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks;

WHEREAS, pursuant to the terms of a certain Capital Contribution Agreement between Assignor and Assignee, of even date herewith (the "Contribution Agreement") Assignor has agreed to assign all its right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns all right, title and interest in and to: (i) the Trademarks, including all applications or registrations therefor and all goodwill pertaining thereto; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the appropriate empowered officials in the appropriate governmental offices in jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any trademark applications included in the Trademarks, in accordance with this Trademark Assignment Agreement.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at Assignee's expense, communicate to Assignee any facts relating to the Trademarks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office or the appropriate governmental offices in jurisdictions outside the United States or in connection with any litigation involving the Trademarks.

Assignor hereby agrees to execute all papers and to perform all other proper acts requested by Assignee or its successors or assigns to secure to Assignee or its successors or assigns the rights hereby transferred.

Assignor and Assignee further agree that while it is their express intent that the conveyance of the Trademarks as provided in the Contribution Agreement and herein be treated as a sale of property by Assignor to Assignee, in the event that the Trademarks in any country are held by a court in such country to continue to be property of the Assignor and the payment for the Trademarks as provided for in the Contribution Agreement and herein is held to be a loan to Assignor by Assignee, or for any reason the absolute transfer of the Trademarks is not respected by a court in such country, then: (a) this Assignment shall also be deemed in the territory of such country to be a security agreement within the meaning of the applicable Uniform Commercial Code or applicable statute of such country; and (b) the transfer of Trademarks provided for in the Contribution Agreement and herein shall then be deemed to be a grant to the Assignee by the Assignor of a security interest in, and the Assignor shall be deemed to have hereby granted to the Assignee a security interest in, all of Assignor's right, title and interest in and to the Trademarks in such country and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash, instruments, securities or other property. Any pledge or assignment of the interest of the Assignee shall also be deemed to be a pledge or assignment of any security interest created hereby.

Assignor does hereby acknowledge and affirm that the rights and remedies of Assignee with respect to the foregoing contingent security interest in the Trademarks made and granted hereby are more fully set forth in the Contribution Agreement, the terms and provisions of which (including the remedies provided for therein) are hereby incorporated herein by reference as if fully set forth herein, and that this document is subject to the terms and conditions of the Contribution Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement as of August 20 2002

MICHAEL CARUSO & CO., INC.

WITNESSES:

By: [Signature]  
Name: Deborah Sokell Stehr  
Title: Secretary

By: [Signature]  
Name: Robert Czernobry  
Title: Legal Asst.

By: [Signature]  
Name: Ray E. Harris  
Title: Sr. Legal Assistant

STATE OF New York }  
                                      } ss:  
COUNTY OF New York }

Before me, the undersigned, a Notary Public of the State of NY, personally appeared Deborah Sokell Stehr, having been sworn by me according to law did depose and say he was the Secretary of Michael Caruso & Co., Inc. (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignor.

WITNESS my hand and notarial seal this 16th day of August 2002.

[Signature]  
ELIZABETH A. BARNES  
Notary Public, State of New York  
No. 01BA6066273  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Nov. 13, 2005

[CARUSO TRADEMARK ASSIGNMENT AGREEMENT]

- 3a -

TRADEMARK  
-- REEL: 002569 FRAME: 0027

IP HOLDINGS LLC

WITNESSES:

By: IP Holdings and Management Corporation, its  
Manager

By: [Signature]  
Name: Richard Danderline  
Title: President

[Signature]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF New York }  
  } ss:  
COUNTY OF New York }

Before me, the undersigned, a Notary Public of the State of New York, personally appeared Richard Danderline, having been sworn by me according to law did depose and say he was the President of IP Holdings + Management (the "Assignee") and did acknowledge the execution of the foregoing Trademark Assignment Agreement on behalf of said Assignee.

WITNESS my hand and notarial seal this 19<sup>th</sup> day of August, 2002.

ANITRA S. FLUDD  
Notary Public, State of New York  
No. 01FL6050034  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires Oct. 30, 2002  
[Signature]

[CARUSO TRADEMARK ASSIGNMENT AGREEMENT]

**Schedule A**

**Trademarks and Applications and Registrations Therefor**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Classes</u></b>	<b><u>App.#</u> <u>App.Dt</u></b>	<b><u>Reg. #</u> <u>Reg. Dt</u></b>
Argentina	BONGO	25	1,931,009	1,796,665 6/15/2000
Argentina	BONGO BONGO	25	1,697,877 7/27/1989	1,400,823 7/31/1992
Aruba	BONGO	25	94070614 7/ 4/1994	16,842 8/3/1994
Aruba	BONGO	3, 9, 14, 18	990705.13 7/5/1999	20323 1/28/2000
Australia	BONGO	25	751023 12/12/1997	751023 12/12/1997
Australia	BONGO BY GENE MONTESANO	25	648462 12/14/1994	648,462 7/11/1996
Austria	BONGO	25	AM 7132/95 12/15/1995	165,106 7/11/1996
Azerbaijan	BONGO	25	97.2766/3 1/6/1997	990265 2/23/1999
Bahamas	BONGO	25	17,564 7/31/1995	17,564 7/31/1995
Bahrain	BONGO	25	1450/95 10/25/1995	10/25/1995
Barbados	BONGO	25	P.3074 10/1/1996	81/10662 1/17/2000
Belarus	BONGO	25	970013 1/8/1997	10052 1/8/1997
Belize	B BONGO	25	6987 6/9/1994	6987 7/9/1994

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.# App.Dt</u>	<u>Reg. # Reg. Dt</u>
Benelux	BONGO	25	861,265 12/13/1995	584,467 12/13/1995
Bolivia	BONGO	25	3/27/1993	C-64183 6/13/1997
British Virgin Islands	BONGO	3, 9, 14, 18, 25		3404 12/21/1999
Brunei Darussalam	BONGO	25	251747 2/8/1996	21,718 2/8/1996
Canada	B LOGO	18	1,008,232 3/10/1999	
China (People's Republic Of)	BONGO	25	94056133 6/15/1994	1077106 8/14/1997
Colombia	BONGO	25	96-060043 11/14/1996	
Colombia	BONGO	25	93 384403 4/29/1993	
Costa Rica	BONGO	25	101,191 4/19/1993	99,853 10/23/1997
Cyprus	BONGO	25	46205 9/3/1996	46205\ 9/3/1996
Czech Republic	BONGO	25	96,853 2/1/1995	190,806 5/21/1996
Denmark	BONGO	25	VA 03,742 1995 5/17/1995	VR 04,709 1995 7/14/1995
Dominican Republic	BONGO	25	9/28/1993	59,733 9/28/1993
Dominican Republic	BONGO	25	44564 11/26/1996	88,168 11/26/1996



<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.# App.Dt</u>	<u>Reg. # Reg. Dt</u>
Ecuador	BONGO	25	37,849 3/18/1993	DNPI1422- 94MICIN 7/13/1994
Egypt	BONGO	25	99613 1/2/1996	99613 1/2/1996
El Salvador	BONGO	25	1118-94 3/ 7/1994	100 BOOK 52 4/17/1997
Estonia	BONGO	25	9501365 6/26/1995	22284 2/7/1997
European Union	BONGO	3, 18, 25	26310 4/1/1996	26310 7/12/1999
European Union	DESIGN (PAIR OF DRUMS)	9, 18, 25	26,369 4/1/1996	26,369 2/4/1998
Georgia	BONGO	25	011596/03 1/8/1997	8171 1/29/1998
Germany	BONGO	25	C 46 879/25 WZ 5/13/1994	2,095,060 4/20/1995
Greece	BONGO	25	123,897 4/12/1995	123,897 12/17/1997
Guatemala	BONGO	25	N-10011-7 1/12/1997	009592 3/17/1999
Guatemala	BONGO	25		58527/396/128 8/25/1989
Guyana	BONGO	25	15873C 3/14/1997	
Haiti	BONGO	25	R00774 7/10/1996	240/110 8/1/1997
Hong Kong	BONGO	25	4522/94 4/25/1994	7819/95 4/25/1994

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.# App.Dt</u>	<u>Reg. # Reg. Dt</u>
Iceland	BONGO	25	550/1996 5/ 3/1996	1047/1996 9/26/1996
India	BONGO	25	724163 5/8/1996	
Indonesia	BONGO	25	D95 14419 8/14/1995	360018 5/30/1996
Indonesia	BONGO	18	196597 7/30/1985	357,601 4/9/1996
Indonesia	BONGO AND DESIGN	25	196597 7/30/1985	357,602 4/9/1996
Israel	BONGO	25	91380 2/24/1994	91380 12/3/1995
Italy	BONGO	25	MI93C 003357 5/6/1993	669,321 2/6/1996
Jamaica	BONGO	25	25/1736 7/2/1996	30,138 7/2/1996
Japan	BONGO	18	2000-27279 3/21/2000	4463484 3/30/2001
Japan	BONGO WITH KATAKANA	25	61827/95 6/22/1995	4082591 11/14/1997
Kazakhstan	BONGO	25	9461 1/5/1997	9785 11/30/1999
Kuwait	BONGO	25	31,958 9/27/1995	28778 9/27/1995
Kuwait	BONGO	25	35834 2/24/1997	33607 2/24/1997
Latvia	BONGO	25	M-95-1048 6/27/1995	M 38174 8/20/1997
Lebanon	BONGO	25	806/402,503 10/ 4/1995	

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.# App.Dt</u>	<u>Reg. # Reg. Dt</u>
Lithuania	BONGO	25	95-1777 6/27/1995	27787 5/15/1998
Macao	BONGO	25	15359 10/24/1995	15359 6/ 6/1997
Malaysia	BONGO	25	94/10317 11/9/1994	
Mexico	BONGO	25	112,947 5/15/1991	
Mexico	BONGO	25	280551 11/22/1996	538,047 11/28/1996
Mexico	BONGO	18	376237 5/21/1999	613168 5/21/1999
Morocco	BONGO	25	9/22/1995	57,542 9/22/1995
New Zealand	BONGO	25	12/ 4/1989	198,053 12/ 4/1989
New Zealand	BONGO	25		174,394 8/26/1987
Nicaragua	BONGO	25	4956 5/28/1993	32,491 C.C. 11/18/1996
Nicaragua	BONGO	25	96-04176 11/27/1996	34,478 C.C. 6/10/1997
Oman	BONGO	25	12,918 1/27/1996	
Panama	BONGO	25	5/29/1991	053,293 5/29/1991
Panama	BONGO0	42	090086 5/29/1991	
Panama	BONGO0	3	090087 9/19/1997	

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.#</u> <u>App.Dt</u>	<u>Reg. #</u> <u>Reg. Dt</u>
Panama	BONGO	18	090088 9/19/1997	
Panama	BONGO	9	090089 9/19/1997	090089 9/19/1997
Panama	BONGO	14	090092 9/19/1997	
Panama	BONGO	25	070,212 3/17/1994	70212 3/17/1994
Panama	BONGO BY GENE MONTESANO	25	090091 9/19/1997	090091 9/19/1997
Paraguay	BONGO	25	94/4105 3/15/1994	176,662 5/10/1995
Peru	BONGO	25	247,389 7/22/1994	022162 11/14/1995
Poland	BONGO	25	Z 140,785 11/30/1994	96,131 6/11/1997
Portugal	BONGO	25	311402 7/13/1995	311,402 5/23/1997
Qatar	BONGO	25	14507 1/22/1996	
Russian Federation	BONGO	25	95700548 1/17/1995	140,061 3/29/1996
Saudi Arabia	BONGO	25	28236 2/4/1995	366/50 2/4/1995
Singapore	BONGO	25	3557/94 5/5/1994	3557/94 5/5/1994
Slovak Republic	BONGO	25	POZ-2647- 95 9/20/1995	182609 10/15/1998
South Korea	BONGO	25	94-27215 7/8/1994	322,902 9/25/1995

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.#</u> <u>App.Dt</u>	<u>Reg. #</u> <u>Reg. Dt</u>
South Korea	BONGO	25	96-52593 11/26/1996	394513 2/5/1998
Spain	BONGO	25	335,254 6/12/1958	335,254 2/18/1959
Suriname	BONGO	25	15846 10/17/1997	15846 10/17/1997
Sweden	BONGO	25	95-05805 5/15/1995	309,778 3/8/1996
Switzerland	BONGO	25	8498/1995.9 6/27/1995	43 1119 6/27/1995
Taiwan	BONGO	25	85060291 11/27/1996	859973 7/16/1999
Tangier Zone	BONGO	25	10,633 9/15/1995	10,633 9/15/1995
Trinidad And Tobago	BONGO	25	22914 7/19/1994	22914 7/5/1995
Turks And Caicos Islands	BONGO	25	11,319 6/20/1996	
Ukraine	BONGO	25	94124262/T 12/13/1994	12790 7/19/1999
United Arab Emirates	BONGO	25	17,684 8/ 7/1996	17,247 7/30/1998
United Kingdom	B BONGO	25	1353303 7/29/1988	B1,353,303 7/29/1988
United Kingdom	BONGO	25	1,573,687 5/31/1994	1,573,687 5/31/1994
United States	B BONGO & DESIGN	25	73696818 11/23/1987	1500609 8/16/1988
United States	BONGO	18	75217000 12/23/1996	2204391 11/17/1998

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.# App.Dt</u>	<u>Reg. # Reg. Dt</u>
United States	BONGO	18	74684172 6/ 5/1995	1960546 3/ 5/1996
United States	BONGO	25	73488887 7/ 9/1984	1331004 4/16/1985
United States	BONGO	25	74507927 4/ 1/1994	1974123 5/14/1996
United States	BONGO	9	76140442 10/ 5/2000	2575543 6/ 4/2002
United States	BONGO AN AMERICAN CLASSIC	25	75389219 11/13/1997	2225525 2/23/1999
United States	BONGO BLUE JEANS ALWAYS AMERICA'S FAVORITES	25	75389220 11/13/1997	2224026 2/16/1999
United States	LET ME B.	25	76244172 4/23/2001	2522492 12/25/2001
Uruguay	BONGO	25	271,422 7/19/1994	271,422 3/21/1996
Venezuela	BONGO	25	8,307-93 5/12/1993	P-178445 7/10/1995
Vietnam	BONGO	25	NH2012/96 11/15/1996	26296 11/15/1996

112338-00001/977031.9