

10-11-2002



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

102248107

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):

Henri Studio, Inc.

10-7-02

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

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

3. Nature of conveyance:

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

Execution Date: July 5, 2001

2. Name and address of receiving party(ies)

Name: Massarelli's Lawn Ornaments, Inc.

Internal Address: _____

Street Address: 500 South Egg Harbor Road

City: Hammonton State: NJ Zip: 08337

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

OFFICE OF PUBLIC RECORDS
2002 OCT -7 AM 9:06
FRANCE SECTION

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2006950

Additional number(s) attached Yes No

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 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account any additional fees and/or credits

8. Deposit account number:

22-0440

DO NOT USE THIS SPACE

9. Signature.

Tracy L. Reilly
Name of Person Signing

Signature

10/7/02
Date

Total number of pages including cover sheet, attachments, and document: 4

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

MLO-215

10/10/2002 6TQM11 00000179 2006950

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40.00 OP

TRADEMARK
REEL: 002596 FRAME: 0593

**ASSIGNMENT OF HENRI'S
"FONT'NETTES" FEDERAL TRADEMARK REGISTRATION TO MLO**

This **ASSIGNMENT OF "FONT'NETTES FEDERAL TRADEMARK REGISTRATION TO MLO** (the "Assignment") is made and entered into by and between Henri Studio, Inc. ("Henri") and Massarelli's Lawn Ornaments, Inc. ("MLO") and it inures to the benefit of each party's current, former and future parents, subsidiaries, related entities, employee benefit plans and insurance carriers as well as their fiduciaries, predecessors, successors, officers, directors, shareholders, agents, employees and assigns.

WHEREAS, pursuant to the Agreement, Henri wishes to assign to MLO, and MLO wishes to acquire from Henri, the United States Trademark Reg. No. 2,006,950 and all right, title and interest to Henri's "Font'nettes" trademark (the "Mark").

NOW, THEREFORE, in exchange for the payment of \$10,000 by MLO upon execution of this Assignment, Henri hereby sells, assigns, transfers and sets over to MLO the entire right, title and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for MLO's own use and enjoyment, and for the use and enjoyment of MLO's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Henri if this Assignment had not been made.

Henri hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record MLO as the assignee and owner of the Marks.

Henri represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks, free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to MLO the rights assigned herein); and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

At MLO's sole cost and expense, Henri shall take all further actions requested, and provide to MLO, MLO's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by MLO to effectively effectuate this Assignment.

* * * * *

IN WITNESS WHEREOF, Henri and MLO have caused this Assignment to be executed by their duly authorized representatives as of the date of execution of this Assignment.

