

10-24-2002



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

102259113

TRADEMARKS ONLY

COVER SHEET

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):

Jazz Store, Inc. t/a The Jazz Store

- 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: Jazz Heritage Society, Inc.

Internal

Address:

Street Address: 1710 Highway 35

City: Oakhurst State: NJ Zip: 07755

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

3. Nature of conveyance:

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

Execution Date: August 21, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,242,336

Additional number(s) attached Yes No

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

Name: Eric H. Melzer, Esq.

Internal Address:

Street Address: c/o Greenbaum, Rowe, et al. 99 Wood Avenue South

City: Iselin State: NJ Zip: 08830

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

8. Deposit account number:

500713

(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.

Eric H. Melzer, Esq.

Name of Person Signing

Signature

October 7, 2002

Date

4

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

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

10/23/2002 TDIAZI 00000095 500713 2242336

01 FC:8521 40.00 CH

**ASSIGNMENT AND ASSUMPTION OF TRADEMARK AGREEMENT**

WHEREAS, JAZZ STORE, INC. T/A THE JAZZ STORE, a New Jersey corporation having its principal place of business at 212 Glenridge Avenue, Montclair, New Jersey 07042 (the "Assignor"), has used and is the owner of the THE JAZZ STORE trademark, United States Registration Number 2,242,336 which was registered on the Principal Register by the United States Patent and Trademark Office on May 4, 1999 (the "Trademark"); and

WHEREAS, JAZZ HERITAGE SOCIETY, INC. a New Jersey corporation having a principal place of business at 1710 Highway 35, Oakhurst, New Jersey 07755 (the "Assignee"), is desirous of acquiring any and all rights that the Assignor may have in and to the Trademark and the registrations therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee all right, title and interest in and to the Trademark, and the registrations therefor for the United States and throughout the world, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with all rights of action, powers and benefits accruing to the Trademark, including without limitation, the right to recover for damages and profits for past infringements thereof.

The Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all the Assignor's rights, title and interest in and to the Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, this Assignment is executed, delivered and made effective as of the 21<sup>st</sup> day of August, 2002

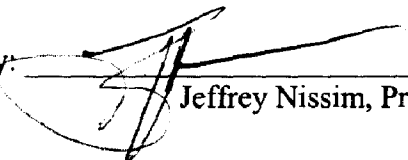
ASSIGNOR:

JAZZ STORE, INC. T/A THE JAZZ STORE, a New Jersey corporation

By:   
Steven Brecker, President

ASSIGNEE:

JAZZ HERITAGE SOCIETY, INC., a New Jersey corporation

By:   
Jeffrey Nissim, President

ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 )SS:  
COUNTY OF ~~ESSEX~~ <sup>MONMOUTH</sup> )

I CERTIFY that on August 21, 2002, before me personally came STEVEN BRECKER, who being by me duly sworn did depose and say that he is the President of JAZZ STORE, INC. T/A THE JAZZ STORE, a New Jersey corporation, and that he is duly authorized to execute and deliver this instrument as the voluntary act and deed of JAZZ STORE, INC. T/A THE JAZZ STORE

Arlene Hodder

STATE OF NEW JERSEY )  
 )SS:  
COUNTY OF MONMOUTH )

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Arlene Hodder

**ARLENE HODDER**  
**Notary Public State of New Jersey**  
**My Commission Expires 8/30/2008**

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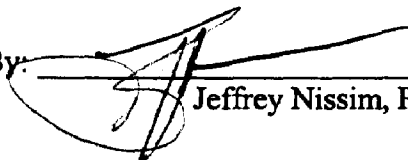
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By:   
Steven Brecker, President

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Arlene Hodder

**ARLENE HODDER**  
Notary Public State of New Jersey  
My Commission Expires 8/30/2006