

FORM PTO-1618A

R



U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

102290388

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Submission Type

New

Resubmission (Non-Recordation)

Document ID # _____

Correction of PTO Error

Reel # _____ Frame # _____

Corrective Document

Reel # _____ Frame # _____

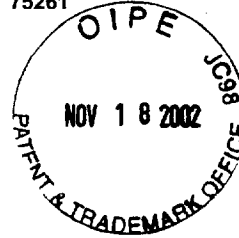
*MRD
11-18-02*

2. Name of Conveying Party(ies):

March Acquisition, Inc.

12377 Merit Drive

Dallas, TX 75261



Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State **Texas**

Other: _____

Additional Name(s) of conveying attached? Yes No

3. Name and Address of Receiving Party(ies):

Name: **NB Trademarks, Inc.**

Street Address: **200 West Ninth Street, Suite 102**

City: **Wilmington**

State: **Delaware** Zip: **19801**

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State **Delaware**

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

4. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other: _____

Effective Date: **MAY 31, 2001**

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

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

1656880, 2216544, 1462974, 2046177

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

**CUSTOMER NUMBER 00136
JACOBSON HOLMAN
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666**

Attorney Docket No. **12759/G12759**

7. Number of applications and registrations involved: **4**

8. Total fee (37 CFR 3.41)..... \$ **115**

Enclosed

Any deficiencies in enclosed fees are authorized to be charged to account **06-1358**

11/21/2002 DBYRNE 00000130 1656880

01 FC:8521
02 FC:8522

40.00 OP
75.00 OP

DO NOT USE THIS SPACE

10. 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.

Simor L. Moskowitz

Name of Person Signing

Signature

November 18, 2002

Date

Total number of pages excluding cover sheet:

3

TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT

This TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT is made this 31st day of May, 2001 by and between March Acquisition, Inc. (hereinafter referred to as "Assignor"), a Texas corporation having its principal place of business at 12377 Merit Drive, Dallas, Texas 75261, and NB Trademarks, Inc. (hereinafter referred to as "Assignee"), a Delaware corporation having its principal place of business at 200 West Ninth Street, Suite 102, Wilmington, Delaware 19801.

WHEREAS, Assignor wishes to transfer all of its right, title and interest in and to the trademarks and service marks, and registrations and applications therefor, as identified in the attached Schedule A (hereinafter the "ASSIGNED MARKS"); and

WHEREAS, Assignee, is desirous of acquiring the entire right, title and interest in and to the ASSIGNED MARKS, and the listed registrations and applications therefor, together with the goodwill of the business pertaining thereto.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, Assignor's entire right, title and interest in and to the ASSIGNED MARKS, and the listed registrations and applications therefor, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for and damages by reason of past infringement of the ASSIGNED MARKS, with the right to sue for and collect the same for its own use

and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, the parties have caused their names to be signed, effective as of the date set forth above.

May 31, 2001

MARCH ACQUISITION, INC.

By:

[Signature]

BARBARA I. ABRAMS
Print Name and Title CHAIRMAN & CEO & CHIEF RESTRUCTURING OFFICER

May 31, 2001

NB TRADEMARKS, INC.

By:

[Signature]

DARRELL K. LANE, PRBS.
Print Name and Title

SCHEDULE A

CANADA

MARK	REG. NO.	DATE
PRIMA	TMA 346,930	10/21/88

UNITED STATES

MARK	REG. NO.	DATE
STRATER	1,656,880	9/10/91
TRI-ROLLER	2,216,544	1/5/99
PRIMA	1,462,974	10/27/87
PRIMA	2,046,177	3/18/97

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