

Form PTO-1594 (Modified)
(Rev. 6/93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Attorney Docket No.:
51118/32459

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

1. Name of conveying party(ies):
JayJo Books, LLC

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 29, 2002

2. Name and address of receiving party(ies)
Name: JayJo Books, LLC
Internal Address: 135 Dupont Street
Street Address: 135 Dupont Street
City: Plainview State: NY ZIP: 11803

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company of New York

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. Application number(s) or patent number(s):
A. Trademark Application No.(s)
76/004,032

B. Trademark Registration No.(s)
2,006,067; 2,497,340; 2,053,174; 1,965,208; 2,273,146

Additional numbers attached? Yes No

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

Name: Thomas A. Polcyn
Internal Address: Thompson Coburn LLP
Street Address: One US Bank Plaza
City: St. Louis State: MO ZIP: 63101

6. Total number of application and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

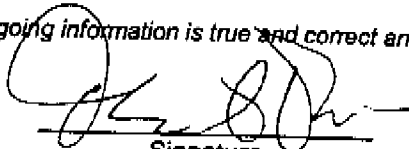
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0823

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.

Thomas A. Polcyn
Name of Person Signing


Signature

4-1-02
Date

Total number of pages including cover sheet, attachments, and documents: 7 TRADEMARK

ASSIGNMENT OF TRADEMARKS

WHEREAS, JayJo Books, LLC, a limited liability company of the State of Missouri with offices at P.O. Box 213, Valley Park, Missouri 63088-0213 ("Assignor"), is the owner of the trademarks and United States trademark registrations listed in Schedule A attached hereto, and the trademark and pending intent-to-use United States trademark application listed in Schedule B attached hereto (hereinafter the trademarks, trademark application and trademark registrations listed in Schedules A and B attached hereto shall be referred to collectively as the "Marks");

WHEREAS, JayJo Books, LLC, a limited liability company of the State of New York with offices at 135 Dupont Street, Plainview, New York 11803 ("Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the trademarks and registrations listed in Schedule A, and the trademark and pending intent-to-use trademark application listed in Schedule B and any registrations issuing therefrom, pursuant to an Asset Purchase Agreement between Assignor and Assignee effective November 29, 2000; and

WHEREAS, Assignee has acquired and is acquiring the portion of Assignor's business to which the trademark and pending intent-to-use trademark application listed in Schedule B pertain, which business is ongoing and existing.

NOW THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor has, and hereby does, sell, assign and transfer unto Assignee the entire right, title and interest in and to the trademarks and registrations listed in Schedule A, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignee had no sale and assignment of said Marks been made.

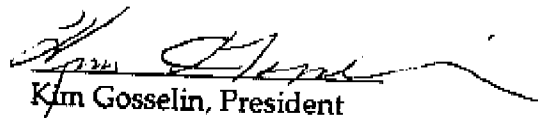
2. Assignor has, and hereby does, sell, assign and transfer unto Assignee the entire right, title and interest in and to the trademark and pending intent-to-use trademark application listed in Schedule B, and any registration issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignor, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignee had no sale and assignment of said Mark been made.

3. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand the 29 day of

MARCH 2002.

JayJo Books, LLC ("Assignor")


Kim Gosselin, President

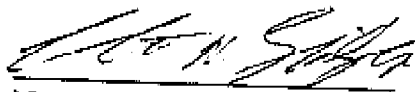
STATE OF MISSOURI

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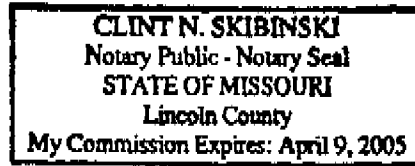
COUNTY OF ST. LOUIS

On this 29th day of March 2002 before me, a Notary Public, within and for the County of St. Louis, State of Missouri, personally appeared Kim Gosselin, to me known to be the person described in and who executed the foregoing assignment and acknowledged that she executed same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.


Notary Public

My Commission Expires: _____



SCHEDULE A

Trademark List

Page

Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
BOY & SKATEBOARD DESIGN	51118	TAP CLS	51118-3552	Registered	75/001866 05-Oct-1995	2,006,067 08-Oct-1996	08-Oct-2006	31-Oct-1993
Country: United States of America	Owner: JayJo Books, LLC							
HEALTHY HABITS FOR KIDS	51118	TAP CLS	51118-4339	Registered	76/028215 18-Apr-2000	2,497,340 09-Oct-2001	09-Oct-2011	31-Oct-2000
Country: United States of America	Owner: JayJo Books, LLC							
PUBLISHING SPECIAL BOOKS FOR SPE	51118	JMR TAP	51118-2168	Registered	74/596166 07-Nov-1994	2,053,174 15-Apr-1997	15-Apr-2007	01-Dec-1993
Country: United States of America	Owner: JayJo Books, LLC							
SPECIAL KIDS IN SCHOOL	51118	JMR TAP	51118-2169	Registered	74/596164 07-Nov-1994	1,965,208 02-Apr-1996	02-Apr-2006	01-Aug-1994
Country: United States of America	Owner: JayJo Books, LLC							

TRADEMARK

Trademark List

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Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
SUBSTANCE FREE KIDS	51118	JMR TAP	51118-1271	Registered	75/337262 07-Aug-1997	2,273,146 24-Aug-1999	24-Aug-2009	
Country: United States of America Owner: JayJo Books, LLC								

TRADEMARK

SCHEDULE B

Trademark List

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Trademark Name	Client	Attorney(s)	Case Number	Status	Application Number / Filing Date	Registration Number/Date	Renewal Date	First Use Date
ASHES	51118	TAP JMR	51118-3947	Published	76/004032 17-Mar-2000			04-Feb-2002
Country: United States of America Owner: Jayjo Books, LLC								

TRADEMARK

REEL: 2635 FRAME: 0267

RECORDED: 04/11/2003