

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Giftware Holdings, Inc.		01/01/2003	CORPORATION: DELAWARE
Figi Graphics, Inc.		07/01/2003	CORPORATION: NEVADA
Wee Good, Inc. d/b/a Michel & Co.		07/01/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FIGI Acquisition Company, LLC
Street Address:	3636 Gateway Center Avenue
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92102
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number
Registration Number:	1522644
Registration Number:	1851441
Registration Number:	2675766
Registration Number:	2508331
Registration Number:	2566371
Registration Number:	2508330
Registration Number:	1873893
Registration Number:	1922115
Registration Number:	1922114
Registration Number:	2002867

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Registration Number:	2109679
Registration Number:	2023619
Registration Number:	2072777
Registration Number:	2082441
Registration Number:	2089901
Registration Number:	2093592
Registration Number:	2186245
Registration Number:	2114182
Registration Number:	2114181
Registration Number:	2126098
Registration Number:	2149265
Registration Number:	2164570
Registration Number:	2163924
Registration Number:	2171642
Registration Number:	2195411
Registration Number:	2215275
Registration Number:	2157244
Registration Number:	2074119
Registration Number:	2243015
Registration Number:	2218854
Registration Number:	2302011
Registration Number:	1723642
Registration Number:	1738265
Registration Number:	1748392
Registration Number:	2229282
Registration Number:	1753955
Serial Number:	78137702
Serial Number:	78137726
Serial Number:	78206159
Serial Number:	78241621
Serial Number:	78206157

CORRESPONDENCE DATA

Fax Number: (215)981-4750

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ettricksr@pepperlaw.com

Correspondent Name: Robyn Y. Ettricks, Esquire

Address Line 1: 18th and Arch Streets

Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	112823.18 (GIFTWARE/FIJI)
NAME OF SUBMITTER:	Robyn Y. Ettricks, Esquire

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) made and entered into this 1st day of July, 2003, by and among Giftware Holdings, Inc., a Delaware corporation (“Holdings”), Figi Graphics, Inc., a Nevada corporation (“Figi”), and Wee Good, Inc. d/b/a Michel & Co., a Delaware corporation (“WG” and with Holdings and Figi, collectively or separately as the context may dictate, the “Assignor”), and FIGI Acquisition Company, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor, Assignee and certain other parties have entered into an Asset Purchase Agreement dated as of July 1, 2003 (“Purchase Agreement”), providing for the sale of substantially all of Assignor’s assets;

WHEREAS, Assignor agreed to grant certain rights in Intangible Assets (as defined in the Purchase Agreement), including without limitation, all intellectual property of Assignor, to Assignee in Section 1.1(a)(vi) of the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to transfer to Assignee all of its right, title and interest in and to all United States and foreign copyrights, copyrightable works and works of authorship, whether registered or unregistered, and all moral rights under the laws of any jurisdiction regarding any of the foregoing, including without limitation, the registrations and applications for registration therefor shown in Schedule A (collectively, the “Copyrights”);

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to transfer to Assignee all of its right, title and interest in and to (i) all United States and foreign trademarks, service marks, trade names, trade dresses, logos, designs, and slogans, including without limitation, the registrations and applications for registration therefor shown in Schedule B (collectively, the “Trademarks”), and (ii) all domain name registrations shown in Schedule C (collectively, the “Domain Names”);

WHEREAS, pursuant to the Purchase Agreement, desires to transfer to Assignee all of its right, title and interest in and to all letters patent, pending applications for patents, patent disclosures, and inventions (whether or not patentable), whether foreign or domestic, including without limitation, any regional patents (such as applied for under the European Patent Convention), certificates of invention, utility models, rights by license or otherwise to or under letters patent, pending applications for patents or inventions and all substitutions, continuations, continuations-in-part, divisions, renewals, reissues, re-examinations and extensions of all of the aforementioned and letters patent granted thereon, including without limitation, the registrations and applications for registration therefore shown in Schedule D (collectively, the “Patents”);

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to transfer all of its right, title and interest in and to all United States and foreign trade secrets, proprietary processes, technologies, methods, formulas, improvements, business information and know-how (collectively, the “Trade Secrets”); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Copyrights, Trademarks, Domain Names, Patents and Trade Secrets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including, but not limited to, renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present and future infringements or violations thereof, all in Assignee's sole name.

2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Copyrights, but only to the limited extent set forth in the Purchase Agreement.

3. Assignee shall be responsible for, and Assignor shall reasonably cooperate in, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary or desirable, in Assignee's reasonable judgment, to effectuate, carry out, or fulfill the parties' intent hereunder, and to acquire and maintain copyright protection upon, and consolidate, confirm, vest and record in Assignee full and complete title to and ownership in the Copyrights, at Assignee's sole expense.

4. Assignor hereby authorizes and requests the United States Register of Copyrights and, as applicable, the corresponding officials of all foreign countries, to record Assignee as the owner of the copyrights in and to the Copyrights and/or to issue in the name of Assignee all registrations of copyrights in and to the Copyrights, and any other documents bearing on the Copyrights, in accordance with this Assignment.

TRADEMARKS AND DOMAIN NAMES

5. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and Domain Names, together with the goodwill of the business which is symbolized by the Trademarks and Domain Names, including, but not limited to, renewal rights therein, the right to obtain registrations of the Trademarks and Domain Names in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies for past, present and future infringements or violations thereof, all in Assignee's sole name.

6. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks and Domain Names, but only to the limited extent set forth in the Purchase Agreement.

7. Assignee shall be responsible for, and Assignor shall reasonably cooperate with Assignee in, any action required to be taken, in Assignee's reasonable judgment, in order to effectuate, carry out or fulfill the parties' intent hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions that are necessary to consolidate, confirm, vest and record in Assignee full and complete title to and ownership of the Trademarks and Domain Names, at Assignee's sole expense.

8. Assignor hereby agrees not to use or seek registration of, in the United States or any other jurisdiction in the world, now or in the future, any trade name, trademark, service mark, domain name or other indicia of origin or source that is colorably similar to, or may create any potential (including, without limitation, a likelihood of) confusion with, any of the Trademarks or Domain Names.

9. Assignor hereby authorizes and requests the United States Patent and Trademark Office and, as applicable, the corresponding officials of all foreign countries, to record Assignee as the owner of the Trademarks and/or to issue in the name of Assignee all registration certificates of the Trademarks, and any other documents bearing on the Trademarks, in accordance with this Assignment.

10. Assignor hereby authorizes and requests the diverse registrars and other official authorities charged with the registration of domain names in the various jurisdictions affected to record Assignee as the owner of the Domain Names and/or to issue in the name of Assignee all registrations of the Domain Names, and any other documents bearing on the Domain Names, in accordance with this Assignment.

PATENTS

11. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including, but not limited to, renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies for past, present and future infringements or violations thereof, all in Assignee's sole name.

12. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Patents, but only to the limited extent set forth in the Purchase Agreement.

13. Assignee shall be responsible for, and Assignor shall reasonably cooperate with Assignee in, any action required to be taken, in Assignee's reasonable judgment, in order to effectuate, carry out or fulfill the parties' intent hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions that are necessary to consolidate, confirm, vest and record in Assignee full and complete title to and ownership of the Patents, at Assignee's sole expense.

14. Assignor hereby authorizes and requests the United States Patent and Trademark Office and, as applicable, the corresponding officials of all foreign countries, to

record Assignee as the owner of the Patents and/or to issue in the name of Assignee all registration certificates of the Patents, and any other documents bearing on the Patents, in accordance with this Assignment.

TRADE SECRETS

15. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including, but not limited to, the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present and future misappropriations or violations thereof, all in Assignee's sole name.

16. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trade Secrets, but only to the limited extent set forth in the Purchase Agreement.

17. Assignee shall be responsible for, and Assignor shall reasonably cooperate with Assignee in, acquiring and maintaining any available protections for, and confirming Assignee's title to and ownership in the Trade Secrets, at Assignee's sole expense.

GENERAL

18. Assignor covenants with Assignee, its successors, assigns, legal representatives, and nominees that, after giving effect to the transactions contemplated by the Termination and Release Agreement (the "Termination Agreement"), dated as of the date hereof, by and among Assignor, Giftware Holdings International Limited, BHF Structured Finance Corporation, and PB Capital Corporation ("PB Capital"), the right, title and interest herein conveyed by Assignor are free and clear of any encumbrance (other than Permitted Liens as defined in the Purchase Agreement) and that Assignor has full right to convey the same as herein expressed.

19. Assignor represents and warrants that (a) Assignor has not previously sold, assigned, licensed or otherwise transferred any rights in the Copyrights, Trademarks, Domain Names, Patents and Trade Secrets to any other party; and (b) after giving effect to the transactions contemplated by the Termination Agreement, Assignor has obtained all necessary releases of security interest or other interest in the Copyrights, Trademarks, Domain Names, Patents and Trade Secrets, including, without limitation, any security interest granted to PB Capital (as successor in interest, either directly or indirectly, to BHF (USA) Capital Corp. and BHF-Bank Aktiengesellschaft).

20. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

21. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware.

22. This Assignment and the Purchase Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and

supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof.

23. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

24. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder hereof shall be enforceable in accordance with its terms.

25. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

26. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Assignment as of the date set forth above.

SELLERS:

GIFTWARE HOLDINGS, INC.

By: Jim Rogge

Name: LISA ROGGE

Title: CEO

WEE GOOD, INC. d/b/a MICHEL & CO.

By: Jim Rogge

Name: LISA ROGGE

Title: CEO

FIGI GRAPHICS, INC.

By: Jim Rogge

Name: LISA ROGGE

Title: CEO

PURCHASER:

FIGI ACQUISITION COMPANY, LLC

By: Milestone Capital Partners, L.P., its
Manager

By: Milestone Partners Ltd., its
General Partner

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Assignment as of the date set forth above.

SELLERS:

GIFTWARE HOLDINGS, INC.

By: _____

Name: _____

Title: _____

WEE GOOD, INC. d/b/a MICHEL & CO.

By: _____

Name: _____

Title: _____

FIGI GRAPHICS, INC.

By: _____

Name: _____

Title: _____

PURCHASER:

FIGI ACQUISITION COMPANY, LLC

By: Milestone Capital Partners, L.P., its
Manager

By: Milestone Partners Ltd., its
General Partner

By:  _____

Name: D. SCOTT WARREN

Title: President

SCHEDULE B

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Trademarks

<u>OWNER OF RECORD</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>FILED</u>	<u>SER.NO./ PRIORITY</u>	<u>PROSECUTION STATUS</u>
MICHEL & COMPANY	US 20	CHARPENTE	2/3/1987	73/642,839	REGISTERED 1/31/1989 1,522,644 SEC 8&15 ACCEPTED 9/8/95
WEE GOOD, INC.	US 16	MICHEL & CO.	6/4/1984	1,337,839	REGISTRATION CANCELED
MICHEL & COMPANY	US 16	MICHEL & COMPANY	3/30/1993	74/373,258	REGISTERED 8/30/1994 1,851,441 SEC 8&15 ACCEPTED 04/13/2000
WEE GOOD, INC.	US	PUNCH			APPLICATION NEVER FILED
FIGI GRAPHICS, INC.	US 28	DESIGN ONLY	8/2/1999	75/766,415	ABANDONED
FIGI GRAPHICS, INC.	US 9, 14, 16, 20, 21, 35	FIGI	1/7/1998	75/418,706	REGISTERED 1/21/2003 2,675,766
FIGI GRAPHICS, INC.	US 9, 14, 16, 20, 21, 35	FIGI & Design	1/7/1998	75/418,704	REGISTERED 11/20/2001 2,508,331
FIGI GRAPHICS, INC.	US 20	FIGI GRAPHICS	1/7/1998	75/418,651	REGISTERED 5/7/2002 2,566,371
FIGI GRAPHICS, INC.	US 20	FIGI GRAPHICS & Design	1/7/1998	75/418,654	REGISTERED 11/20/2001 2,508,330
FIGI GRAPHICS, INC.	CANADA	FIGI	2/18/1999	869,604	APPLN PENDING: CERT. COPY DUE 5/10/01

<u>OWNER OF RECORD</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>FILED</u>	<u>SER.NO./ PRIORITY</u>	<u>PROSECUTION STATUS</u>
FIGI GRAPHICS, INC	CANADA 28	DESIGN ONLY	1/31/2000	1,044,441	ABANDONED
FIGI GRAPHICS, INC.	CTM	FIGI	2/9/1999	746,024	REGISTERED 746024 3/13/2000
FIGI GRAPHICS, INC.	US 20	SNUGGLE BUDDIES & Design	10/25/1995	75/187,865	ABANDONED
FIGI GRAPHICS, INC.	US 20	TWEETIE TOWN & Design	11/1/1996	75/190,951	ABANDONED
FIGI GRAPHICS, INC.	US 20	SNUGGLE BUDDIES			ABANDONED
FIGI GRAPHICS, INC.	US 20	TWEETIE TOWN			ABANDONED
FIGI GRAPHICS, INC.	US 20	SANTA'S CRYSTAL MOUNTAIN	3/20/1995	74/648,747	ABANDONED
FIGI GRAPHICS, INC.	US 21	SYMPHONY	12/6/1993	74/465,849	REGISTERED 1/17/1995 1,873,893 SEC 8&15 FILED 1/10/01
FIGI GRAPHICS, INC.	US 21	DOVE	10/11/1994	74/583,875	REGISTERED 9/26/1995 1,922,115 SEC 8&15 FILED 1/10/01
JWS ACQUISITION CORP.	US 21	LOTUS	10/11/1994	1,922,112	REGISTRATION CANCELED
FIGI GRAPHICS, INC.	US 21	LARK	10/11/1994	74/583,861	REGISTERED 9/26/1995 1,922,114 8&15 FILED 1/10/01
JWS ACQUISITION CORP.	US 21	FINCH	10/11/1994	1,922,113	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	MINSTREL	10/11/1994	1,922,110	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	TIKI	10/11/1994	1,922,117	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	CARNIVALE	10/11/1994	1,922,108	REGISTRATION CANCELED

<u>OWNER OF RECORD</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>FILED</u>	<u>SER.NO./ PRIORITY</u>	<u>PROSECUTION STATUS</u>
JWS ACQUISITION CORP.	US 21	MINUET	6/17/1994	1,911,446	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	RHAPSODY	12/6/1993	1,895,143	REGISTRATION CANCELED
FIGI GRAPHICS, INC.	US 21	SONATA	12/6/1993	1,876,684	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	CELESTA	10/11/1994	1,922,111	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	ALLEGRO	10/11/1994	1,922,109	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	DORIAN	2/6/1995	1,940,118	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	AURA	2/6/1995	1,948,862	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	PIXIE	10/11/1994	1,922,116	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	CHIMESCAPES	12/23/1994	1,939,903	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	NILE	2/6/1995	1,940,117	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	CALYPSO	10/11/1994	1,927,926	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	MANTRA	2/6/1995	1,948,857	REGISTRATION CANCELED
FIGI GRAPHICS, INC.	US 21	MOONLIGHT	2/6/1995	1,945,764	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	PRESTO	10/11/1994	1,959,869	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	OASIS	2/6/1995	1,977,935	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	LYDIAAN	9/12/1995	1,998,302	REGISTRATION CANCELED
JWS ACQUISITION CORP.	US 21	CHORD OF NATURE	9/12/1995	74/727,893	REGISTERED 9/24/1996 2,002,867
JWS ACQUISITION CORP.	US 21	FANTASIA	12/14/1995	75/032,704	REGISTERED 10/28/1997 2,109,679
JWS ACQUISITION CORP.	US	PAPILLON	10/27/1995	75/022,254	REGISTERED

<u>OWNER OF RECORD</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>FILED</u>	<u>SER.NO./ PRIORITY</u>	<u>PROSECUTION STATUS</u>
	21				12/17/1996 2,023,619
JWS ACQUISITION CORP.	US 21	STARRY NIGHT	12/14/1995	75/032,701	REGISTERED 6/17/1997 2,072,777
JWS ACQUISITION CORP.	US 21	OPUS	3/5/1996	75/067,683	REGISTERED 7/22/1997 2,082,441
JWS ACQUISITION CORP.	US 21	LOVE NOTES	12/14/1995	75/032,710	REGISTERED 8/19/1997 2,089,901
JWS ACQUISITION CORP.	US 21	LOVE SONGS	12/14/1995	75/032,702	REGISTERED 9/2/1997 2,093,592
JWS ACQUISITION CORP.	US 21	ANGEL	12/14/1995	75/032,700	REGISTERED 9/1/1998 2,186,245
JWS ACQUISITION CORP.	US 21	NOCTURNE	11/22/1996	75/202,966	REGISTERED 11/18/1997 2,114,182
JWS ACQUISITION CORP.	US 21	SERENADE	11/22/1996	75/202,963	REGISTERED 11/18/1997 2,114,181
JWS ACQUISITION CORP.	US 21	SUNBIRD	12/14/1995	75/032,705	REGISTERED 12/30/1997 2,126,098
JWS ACQUISITION CORP.	US 21	APPLETUNE	3/21/1997	75/262,572	REGISTERED 4/7/1998 2,149,265
JWS ACQUISITION CORP.	US 21	XS8	8/9/1996	75/148,012	REGISTERED 6/9/1998 2,164,570
JWS ACQUISITION CORP.	US 21	GENIE	5/12/1997	75/290,320	REGISTERED 6/9/1998 2,163,924

<u>OWNER OF RECORD</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>FILED</u>	<u>SER.NO./ PRIORITY</u>	<u>PROSECUTION STATUS</u>
JWS ACQUISITION CORP.	US 21	PRELUDE	3/5/1996	75/067,684	REGISTERED 7/7/1998 2,171,642
JWS ACQUISITION CORP.	US 21	CONCERTO	7/22/1997	75/328,674	REGISTERED 10/13/1998 2,195,411
JWS ACQUISITION CORP.	US 21	OVERTURE	3/14/1997	75/257/327	REGISTERED 12/29/1998 2,215,275
JWS ACQUISITION CORP.	US 21	ADAGIO	12/14/1995	75/032,703	REGISTERED 5/12/1998 2,157,244
JWS ACQUISITION CORP.	US 21 & 28	CHIMECICLE	8/27/1993	75/429,287	REGISTERED 6/24/1997 2,074,119
JWS ACQUISITION CORP.	US 21	MILLENNIUM	2/9/1996	75/055,881	REGISTERED 5/4/1999 2,243,015
JWS ACQUISITION CORP.	US 21	ARX	12/19/1997	75/408,334	REGISTERED 1/19/1999 2,218,854
JWS ACQUISITION CORP.	US 15	WORLD ART	10/8/1998	75/569,709	REGISTERED 12/21/1999 2,302,011
JWS ACQUISITION CORP.	US 15	ENERGY CHIMES	2/3/1992	74/242,563	REGISTERED 10/13/1992 1,723,642 3/23/98 8 & 15 ACCEPTED
JWS ACQUISITION CORP.	US 15	TRANQUILITY CHIMES	1/13/1992	74/242,361	REGISTERED 12/8/1992 1,738,265 4/21/99 8 & 15 ACCEPTED
FIGI GRAPHICS, INC.	US 15	JW STANNARD (Stylized)	3/16/1992	74/256,154	REGISTERED 1/26/1993 1,748,392
JWS ACQUISITION CORP.	US	INFINITY	2/9/1996	75/055,882	REGISTERED

<u>OWNER OF RECORD</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>FILED</u>	<u>SER.NO./ PRIORITY</u>	<u>PROSECUTION STATUS</u>
	21				3/2/1999 2,229,282
JWS ACQUISITION CORP.	US 21	CHIMESCAPES	6/15/1992	74/285,438	REGISTERED 2/23/1993 1,753,955 8/4/98 8& 15 ACCEPTED
GIFTWARE HOLDINGS, INC.	US	PATHWAYS & PROMISES	6/21/2002	78/137,702	APPLICATION FILED 6/21/02 AMEND/RESPONSE FILED 2/11/03
FIGI GRAPHICS, INC.	US 21	LUCKY	6/14/1998	74/495,852	ABANDONED
FIGI GRAPHICS, INC.	US 21	SONG OF LIFE	4/29/1998	75/478,021	ABANDONED
FIGI GRAPHICS, INC.	US 21	PINNACLE	10/11/1994	74/584,288	ABANDONED
FIGI GRAPHICS, INC.	US 21	KITE	3/5/1996	75/067,689	ABANDONED
FIGI GRAPHICS, INC.	US 21	SPIDER	3/3/1997	75/250,986	ABANDONED
FIGI GRAPHICS, INC.	US 21	RAINBOW	6/30/1997	75/317,107	ABANDONED
FIGI GRAPHICS, INC.	US 21	PRISM	6/30/1997	75/317,119	ABANDONED
FIGI GRAPHICS, INC.	US 21	RAVEN	7/22/1997	75/328,680	ABANDONED
FIGI GRAPHICS, INC.	US 21	SPECTRUM	7/22/1997	75/328,675	ABANDONED
FIGI GRAPHICS, INC.	US 21	FEATHER	7/22/1997	75/328,679	ABANDONED
FIGI GRAPHICS, INC.	US 21	MYA	7/13/1998	75/517,797	ABANDONED
FIGI GRAPHICS, INC.	US 15	ZUNA	7/13/1998	75/517,798	ABANDONED
FIGI GRAPHICS, INC.	US 15	INKA	7/13/1998	75/517,795	ABANDONED
FIGI GRAPHICS, INC.	US 15	TOWER	7/13/1998	75/517,796	ABANDONED
FIGI GRAPHICS, INC.	US 15	GOthic	7/13/1998	75/517,793	ABANDONED
FIGI GRAPHICS, INC.	US 15	AZTEK	7/13/1998	75/517,794	ABANDONED
FIGI GRAPHICS, INC.	US 21	WISHBELL	1/21/1998	75/421,141	ABANDONED
FIGI GRAPHICS, INC.	US 21	SEABREEZE	1/12/1998	75/416,709	ABANDONED
FIGI GRAPHICS, INC.	US 21	WINDFALL	1/12/1998	75/416,886	ABANDONED
FIGI GRAPHICS, INC.	US 21	WINDWARD	1/12/1998	75/418,789	ABANDONED

<u>OWNER OF RECORD</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>FILED</u>	<u>SER.NO./ PRIORITY</u>	<u>PROSECUTION STATUS</u>
FIGI GRAPHICS, INC.	US 21	IMPRESSIONS	1/12/1998	75/416,732	ABANDONED
FIGI GRAPHICS, INC.	US 21	SUNRISE	6/30/1997	75/317,121	ABANDONED
FIGI GRAPHICS, INC.	US 21	MIRAGE	6/30/1997	75/317,120	ABANDONED
FIGI GRAPHICS, INC.	US 21	SUNSET	6/30/1997	75/317,118	ABANDONED
FIGI GRAPHICS, INC.	US 21	DAWN	6/30/1997	75/317,122	ABANDONED
FIGI GRAPHICS, INC.	US 21	GEOMETRIC	3/5/1996	75/067,688	ABANDONED
GIFTWARE HOLDINGS, INC.	US	DESIGN WEST	6/21/2002	78/137,726	APPLICATION FILED 6/21/02 AMEND/RESPONSE FILED 2/11/03
GIFTWARE HOLDINGS, INC.	US	HOME PRESENTS ACCENTS, OPPORTUNITIES & FUN and Design	1/22/2003	78/206,159	
GIFTWARE HOLDINGS, INC.	US	PRESENTABLES	4/24/2003	78/241,621	ELECTRONIC APPLIC.
GIFTWARE HOLDINGS, INC.	US	HOME PRESENTS	1/22/2003	78/206,157	