

04-09-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE

102413034

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Univex Licensing Group, Inc.

4-4-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 03/21/03

2. Name and address of receiving party(ies)

Name: Child World Enterprises, Inc.

Internal Address:

Street Address: 5 Deerfield Street

City: Scarsdale State: NY Zip:

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,129,202

2,182,567; 1,019,645; 1,019,646;

Additional number(s) attached Yes No

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

Name: Richard E. Mancuso, Esq.

Internal Address: Whitman Breed Abbott & Morgan

Street Address: 100 Field Point Road

City: Greenwich State: CT Zip: 06830

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 320.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Norman Goldstein Name of Person Signing

Signature

9 Date

Total number of pages including cover sheet, attachments, and document: 9

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

04/08/2003 TDIAZ1 00000140 2129202

01 C:852 40.00 OP 02 C:852 175.00 OP

0000125990 \$ 105.00 04/08/2003 TDIAZ1 11/10/03 CHECK Refund Total

TRADEMARK REEL: 002708 FRAME: 0310

**Continuation of Item No. 4**

1,382,837

1,518,497

1,358,120

1,358,121

## ASSIGNMENT

ASSIGNMENT, made this 21 of March, 2003, by and between **UNIVEX LICENSING GROUP, INC.**, a New York corporation, having its principal office at 5 High Ridge Park, Stamford, Connecticut 06905 (the "Assignor"), and **CHILD WORLD ENTERPRISES, INC.**, a New York corporation, having its principal office at 5 Deerfield Street, Scarsdale, New York 10583 (the "Assignee").

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademarks and service marks on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Assignee is desirous of acquiring said trademarks and service marks, together with (i) all registrations of said trademarks and service marks in the United States and any political subdivision thereof, and any foreign country; (ii) all common law rights in and to the said trademarks and service marks anywhere in the world; (iii) all such rights in any and all other trademarks or service marks, and registration thereof, at anytime used or owned by Assignor (collectively the "Trademarks") and (iv) the goodwill of the business of the Assignor symbolized by the Trademarks (the "Goodwill");

WHEREAS, Assignor wishes to cease operations related to the Trademarks, and transfer all such business and its Trademarks and Goodwill to Assignee.

NOW, THEREFORE, in consideration of the premises, and of the covenants and agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Trademarks. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks together with the Goodwill.
2. Recordation of Assignment. Assignor hereby grants to Assignee the right to record the assignment of the Trademarks in the United States Patent and Trademark Office and in the proper office of any state of the United States and any foreign country in which the Trademarks are registered. Assignor hereby agrees to execute any document and instrument

which may be reasonably requested or required by said offices in order to record the assignment of the Trademarks pursuant hereto up to one (1) year from the date of this Agreement.

3. Representation and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

a. Pending Applications. As of the date hereof, there are no pending applications for registration of any trademarks or service marks in the name of Assignor, or for the benefit of Assignor, in the United States Patent and Trademark Office, or the proper office of any state of the United States or any foreign country.

b. Registrations. The registrations set forth on the attached Exhibit A are a complete list of all registrations issued to Assignor in the United States, including any political subdivision thereof, and in any foreign country in connection with the Trademarks; and that Assignor has lost and no longer possesses the certificates of registration issued pursuant thereto.

c. Title to Trademarks. Assignor has good and marketable title to each of the Trademarks, and none of the Trademarks are subject to any lien, pledge, mortgage, security interest, charge, assignment (other than as set forth herein), title retention or other encumbrances of any kind.

d. Authority of Assignor. Assignor has all corporate power and authority to enter into and perform this Assignment and to execute and deliver all documents and instruments required herein; and this Assignment and each such document and instrument shall, when duly executed by Assignor, constitute a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

e. Adverse Claims. To the best knowledge of Assignor, there are no claims, actions, suits, or proceedings pending or threatened against Assignor in connection with its use or ownership of the Trademarks; and the Assignor is not subject to any outstanding judgment, order, writ, injunction or decree of any court or other governmental agency within the United States or any foreign country concerning the Trademarks. To the best knowledge of Assignor, no event has occurred which will result, or after notice or lapse of time or both would result in

revocation or termination of any of Assignor's right, title or interest in and to the Trademarks including any registrations thereof.

f. Infringement. To the best knowledge of Assignor, no trademark or service mark is being used in the United States or any foreign country which when used upon the goods and services with which the Trademarks are used, is likely to cause confusion as to the source of those goods or services; and the Assignor has not made any claim or demand, or brought any action, suit or proceeding against any third party in connection with any trademark or service mark on the basis that such third party's use infringes upon the rights of Assignor in the Trademarks.

4. Covenants of Assignor. Assignor hereby covenants and agrees that it will not acquire any interest in any trademark or service mark in the United States or in any foreign country which, when used in connection with children's toys and apparel, and the goods and services listed on Exhibit A hereto, will be confusingly similar to the Trademarks.

5. Miscellaneous.

a. Request of Commissioner. Assignor and Assignee hereby request the Commissioner of the United States Patent and Trademark Office, and the proper official of the proper office of any state in the United States and any foreign country in which the Assignor owns a registration, to issue a certificate of registration for each Trademark in the name of the Assignee, as appropriate.

b. Governing Law. This Assignment shall be governed by and interpreted under the laws of the State of New York without giving effect to any conflict of law principles.


c. Entire Understanding. This Assignment, with the exhibit attached hereto, sets forth the entire understanding among the parties hereto relating to the subject matter set forth herein, and merges all prior and contemporaneous discussions, communications and assignments among them with respect to such matters.

d. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Assignor and Assignee.


e. Further Assurances. Assignor and the Assignee agree to execute, deliver and exchange all such further documents and instruments and to do and perform, or cause to be done and performed, all such further acts and things as either party hereto may reasonably request in order to carry out the intent and purposes of this Assignment and to consummate the transactions contemplated hereunder.

IN WITNESS WHEREOF, the parties hereto cause this Assignment to be executed by their duly authorized representatives as of the date first above written.

**UNIVEX LICENSING GROUP, INC.**

By:   
\_\_\_\_\_  
Jay Walker  
Chief Executive Officer

**CHILD WORLD ENTERPRISES, INC.**

By:   
\_\_\_\_\_  
Norman Goldstein  
Its President

**EXHIBIT A**

MARK	REGISTRATION/ SERIAL NO.	STATUS	CLASS	GOODS/SERVICES
CHILD WORLD	2,129,202	Registered	014	Watches
CHILD WORLD	2,182,567	Registered	016	School and study supplies, namely, stationery, notebooks, loose leaf binders
CHILD WORLD	1,019,645	Registered	042	Retail children's furniture and toy store services
CHILD WORLD AND DESIGN	1,019,646	Registered	042	Retail children's furniture and toy store services
CHILD WORLD AND DESIGN	0,896,667	Expired	035	Mail-order services dealing primarily in baby furniture and toys
CHILD WORLD	0,875,376	Expired	035	Mail-order services dealing primarily in baby furniture and toys
CHILD WORLD	0,870,893	Expired	009	Grooved phonograph records
CHILD WORLD	72280350	Abandoned	020	Infant's and children's furniture, namely tables, chairs, desks, armoires, wardrobes, hutches, bookcases, shelves, non-metal child safety closures for cabinets, end tables, coat stands, clothes racks, vanities, mattresses, beds, bedroom furniture, cribs, bassinets, changing tables, booster seats, cradles, highchairs, infant walkers, playpens, toy chests, decorative mobiles, jewelry boxes not of metal, picture frames, and lawn furniture
CHILD WORLD	74436099	Abandoned	009	Robots for personal and hobby use, blank audio and video cassettes, audio and video cassette players, prerecorded records, audio tapes and video tapes featuring children's sing-a-long music and dances
CHILD WORLD	74436096	Abandoned	028	Infant's and children's toys, namely action figures, toy figures, toy vehicles, battery operated mechanical action toys, radio and remote controlled mechanical action toys, musical toys, toy musical instruments, toy construction tools, toy gardening implements, ride on toys, housekeeping and cooking toy implements, toy kitchen and housekeeping appliances, inflatable bath toys, inflatable ride on toys, rocking horses,

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				infant crib toys, stuffed toys, toy banks, floats, beach pails, beach shovels, toy boats, costume masks, doll costumes, hobby craft kits for use in making dolls and toy soldiers, dolls and toy soldiers, doll playsets, doll carriages, doll strollers, doll carts, doll houses, doll house furniture, jigsaw puzzles, board games, parlor games, card games, role playing games, action and skill games, video game machines, video game cassettes; video game software, kites, toy model hobby craft kits, puppets and marionettes slot cars, slot car racing sets, roller skates, in line roller skates, skate boards, play wading pools and inflatable pools; sporting goods, namely foam balls, playground balls, footballs, football helmets, bowling balls and pins, hockey pucks, hockey goals and nets, hockey sticks, baseballs, baseball bats, baseball gloves, basketballs, basketball nets and hoops, soccer balls, soccer goals and nets, tennis balls and tennis rackets; playground equipment, namely sand boxes, climbing units, swing sets, and children's multiple activity sets; balloons and bubble making wand and solution sets
CHILD WORLD	75283549	Abandoned	009	Eyeglasses and sunglasses
CHILD WORLD	74436093	Abandoned	003	Cosmetics; namely, soap, bubble bath, bath oil, face and body powder, hair shampoo, hair conditioner, hair spray, gel, mousse, hair care preparations, perfume, cologne, lip gloss, lip balm, lipstick, blusher, eye shadow, eyeliner, mascara, face and hand cream, body lotion, tanning lotion, sun screen preparations, nail polish, nail polish and nail polish remover
CHILD WORLD	74436098	Abandoned	025	Infant's and children's clothing; namely, buntings, sleepwear, robes, snow suits, rain coats, coats, jackets, mittens, hats, booties, slippers, socks, undershirts, underwear, tights, training pants, cloth diapers, shirts, pants, shorts, overalls, dresses, blouses, skirts, sweaters, leotards, boots, sneakers; shoes, sandals, bathing suits, sweat suits, head bands, sweat bands, sweat pants, sweat shirts, sweat shorts, neckties, bow ties, Halloween masquerade costumes and masks, belts, suspenders, and play suits
CHILD WORLD	74436097	Abandoned	018	Leather goods; namely, backpacks, carry-on bags, shoulder bags, book bags, all purpose athletic or sport bags, beach bags, diaper bags, gym bags, purses, wallets, key cases and umbrellas

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REEL: 002708 FRAME: 0317



CHILDREN'S PALACE	1,382,837	Registered	042	Retail children's furniture and toy store services
CHILDREN'S PALACE THE HAPPY STORE TOY SUPERMARKETS AND DESIGN	1,079,089	Expired	042	Retail children's furniture and toy store services
PETER PANDA	1,162,323	Canceled	042	Retail children's furniture and toy store services
PETER PANDA AND DESIGN	1,518,497	Registered	042	Retail children's furniture and toy store services
PETER PANDA AND DESIGN	1,358,120	Registered	025	Children's clothing, namely, blouses, shorts, slacks, dresses, suits, coats hats, slippers, pajamas, night gowns, jackets, vests, and jogging suits
PETER PANDA AND DESIGN	1,163,224	Canceled	042	Retail children's furniture and toy store services
PETER PANDA COLLECTION	1,358,121	Registered	025	Children's clothing, namely, blouses, shorts, slacks, dresses, suits, coats hats, slippers, pajamas, night gowns, jackets, vests, and jogging suits

RECORDED: 04/04/2003

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REEL: 002708 FRAME: 0318