

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airwalk International, LLC	Items International, Inc.	02/12/2003	limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rader, Fishman & Grauer, PLLC		
Street Address:	39533 Woodward Avenue, Suite 140		
City:	Bloomfield Hills		
State/Country:	MICHIGAN		
Postal Code:	48304		
Entity Type:	professional limited liability company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76975828	A	
CORRESPONDENCE DATA			
Fax Number:	(248)594-0610		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	248-594-0629		
Email:	tmdocketing@raderfishman.com		
Correspondent Name:	Rader, Fishman & Grauer, PLLC		
Address Line 1:	39533 Woodward Avenue, Suite 140		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	12000-0002-MAL		
NAME OF SUBMITTER:	Michael A. Lisi		
Total Attachments: 1 source=SecAgr92203_0001#page1.tif			

CH 76975828 \$40.00

February 12, 2003

Michael A. Lisi
Rader, Fishman & Grauer, PLLC
39533 Woodward Ave., Ste. 140
Bloomfield Hills, Michigan 48304

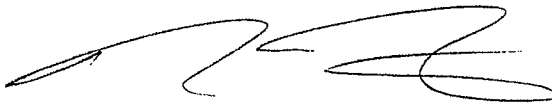
Dear Michael:

Following our recent conversations, Airwalk International LLC ("Airwalk") and Rader, Fishman & Grauer, PLLC ("RF&G") have outlined a plan regarding payment of RF&G's past due and future invoices. We agree that the total sum due for past due 2002 invoices as of the date of this letter is _____, as detailed in the attached Schedule. By this letter, Airwalk agrees that commencing in March 2003, Airwalk will pay to RF&G _____ per month and continuing each month thereafter, until the above outstanding balance is paid in full.

In addition, Airwalk agrees to pay interest on the outstanding balance at an annual rate of 6% to be calculated and paid with the last payment. If Airwalk fails to make any monthly payment, Airwalk agrees that the full remaining balance (including interest) shall become immediately due and payable in full. Further, if RF&G deems it necessary, Airwalk agrees to cooperate and permit RF&G to establish security interests in affected patent or trademark assets.

Finally, Airwalk will also be responsible for full payment of invoices for any services provided by RF&G after 1/1/03 within 60 days of the date of each invoice, except that we agree to pay all disbursements for filing fees, or local or foreign associate attorney fees or the like, in advance.

Agreed to on February 12, 2003 by:



Bruce T. Pettet
President & CEO
Airwalk International LLC
d/b/a TARE7



Michael A. Lisi
Rader, Fishman & Grauer, PLLC