

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): Ha-Lo Industries, Inc.

- 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: 5/14/03

2. Name and address of receiving party(ies)

Name: Ha-Lo Promotions Acquisition Corp. Internal Address: Suite 600 Street Address: 707 Skokie Boulevard City: Northbrook State: IL Zip: 60062

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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) 2,209,099

Additional number(s) attached Yes No

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

Name: Renee Prescan

Internal Address: Kirkland & Ellis

Street Address: 200 E. Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

22-0440 (and for any additional fees/charges)

DO NOT USE THIS SPACE

9. Signature.

Michael G. Fatall Name of Person Signing

Signature

9/22/03 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

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 14, 2003 ("Effective Date") by and between Ha-Lo Industries, Inc., an Illinois corporation ("Assignor"), and Ha-Lo Promotions Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of February 21, 2003 (the "Agreement") pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, properties and rights pertaining to Assignor's business;

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the unregistered trademarks set forth on Schedule D attached hereto and the trade names and assumed names set forth on Schedule F attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), [reasonably] requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference,

opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 14th day of May, 2003.

HA-LO INDUSTRIES, INC.

HA-LO PROMOTIONS ACQUISITION CORP.

By: *Marc S. Simon*
Name: Marc S. Simon
Title: President

[Signature]
Name: JAMES T. SMITH
Title: CFO

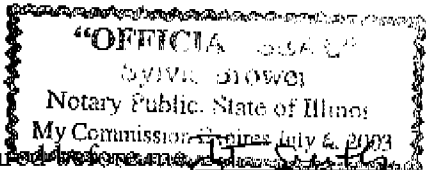
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 14th day of May, 2003, there appeared before me Marc S. Simon, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____



[Signature]
Notary Public

STATE OF Illinois)
) SS.
COUNTY OF Cook)



On this 14th day of May, 2003, there appeared before me J. Smith, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____

Sylvia M. Howell
Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2209099	December 8, 1998	HA-LO and Design (Design Mark)
2021849	December 10, 1996	HA-LO Sports
2002768	September 24, 1996	Events By HA-LO

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
76179931	December 11, 2000	HALO
76179930	December 11, 2000	HALO

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Country	Registration No.	Registration Date	Mark
CTM(Community Trademarks)	000763599	March 2, 1998	HA-LO

SCHEDULE D

UNREGISTERED TRADEMARKS

HA-LO
HALO Branded Solutions
HALO Brand Store
HALO Brand Warehouse
HALO Brand Mart
Make Your Mark
A Brand New World
HA-LO Marketing and Promotions
HA-LO Advertising Specialties

SCHEDULE E

TRADE NAMES AND ASSUMED NAMES

HA-LO
HALO
HALO Branded Solutions