

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snyder Communications, Inc.		04/04/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Giftpax Sampling, LLC
Street Address:	742 Milford-Warren Glen Rd.
City:	Milford
State/Country:	NEW JERSEY
Postal Code:	08848
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2165297	GIFTPAX

CORRESPONDENCE DATA	
Fax Number:	(703)610-6200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-610-6147
Email:	boxip@hhlaw.com
Correspondent Name:	Timothy J. Lyden
Address Line 1:	8300 Greensboro Drive
Address Line 2:	Suite 1100
Address Line 4:	McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	19211.01
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NAME OF SUBMITTER:	Timothy J. Lyden
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Total Attachments: 4 source=00000001#page1.tif source=00000002#page1.tif source=00000003#page1.tif source=00000004#page1.tif

CH \$40.00 2165297

ASSIGNMENT OF TRADEMARKS

WHEREAS, Snyder Communications, Inc. ("Assignor"), is the owner of or has rights in the pending applications for trademark registration of the GiftPax service mark under Reg. No. 2,165,297 (the "Trademark");

WHEREAS, the Asset Purchase Agreement, dated as of February 1, 2002 (the "Asset Purchase Agreement"), by and between Bounty SCA Worldwide, LLC ("Bounty") and Giftpax Sampling, LLC ("Assignee") provides for, among other things, the assignment by Assignor of the Trademark to Assignee;

WHEREAS, Assignor is under common control with Bounty and has agreed to assign the Trademark to facilitate the sale contemplated by the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby contribute, grant, assign, convey and transfer unto Assignee, Assignor's entire right, title and interest in and to the Trademark, and any extensions and renewals thereof, and all rights corresponding thereto throughout the world, together with the good will of the business connected with the use of, and symbolized by, the Trademark. Assignee and its successors, assigns or other legal representatives, shall hold all right, title and interest to the Trademark for its or their own use and advantage as fully and entirely as Assignor would have held and enjoyed had this assignment not been made, including all rights to profits and damage by reason of past, present and future infringement of any of the Trademark by any party or parties, with the right to sue and

collect the same for Assignee's own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

It is expressly acknowledged that with respect to the Trademark for which registration is being sought in the U.S. under the intent to use provision of the Trademark Act (15 U.S.C. Section 1051(b)), Assignor is assigning the Trademark as part of the entire business or portion thereof to which the Trademark pertains.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and the empowered officials of all other governments, anywhere in the world, to issue or transfer the Trademark to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

Assignor hereby appoints Assignee its attorney-in-fact to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which any of the Trademark are used, pending or issued, granting or confirming the rights granted herein, but only to the extent of those rights granted herein in connection with the Trademark. Assignor agrees that it shall execute all documents reasonably necessary to perfect Assignee's title to the Trademarks.


To the extent that any provision of this Assignment is inconsistent with the Agreement, the provisions of the Agreement shall control.

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

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed on the 4th day of April 2002.

SNYDER COMMUNICATIONS, INC.

By:


Name: R. John Cooper
Title: VP, Secretary

Attest:

STATE OF NEW JERSEY

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) ss:
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COUNTY OF *Union*

On the *4th* day of April, 2002, before me personally came *John Cooper*
me known, who, being by me duly sworn, did depose and say that is the *Secretary*
Snyder Communications, Inc. described in and which executed the foregoing instrument,
that he knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of said company,
and that he signed his name thereto by like order.

Sue A. McGrath
Notary Public

SUE A. McGRATH
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/29/2006