

FORM PTO-1618
(Rev. 11/99)
OMB No. 0651-0011 (exp. 6/99)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies):
Circulair, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other: _____

Citizenship/State of Incorporation/Organization: Illinois
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: GLJ LLC
 Street Address: 1415 North Dayton Street
Chicago, IL 60622

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other: Limited Liability Corporation

State of Incorporation/Organization: Illinois

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: October 6, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

ATTORNEY DOCKET NO.: 020655-9001

B. Trademark Registrations No.(s)


| | | |
|-----------|-----------|-----------|
| 2,049,891 | 2,384,216 | 2,171,795 |
| 1,878,277 | 2,445,093 | 2,051,542 |
| 2,298,869 | 2,384,237 | 2,031,188 |
| 2,377,869 | 2,058,257 | 2,400,936 |
| 2,215,070 | 1,874,605 | 1,867,583 |
| 2,352,262 | 1,912,430 | 2,296,851 |

Additional numbers attached? Yes No

5. Correspondent name and address:
 MICHAEL BEST & FRIEDRICH LLP
 401 North Michigan Avenue, Suite 1900
 Chicago, Illinois 60611-4212

Direct telephone calls to: Martin L. Stern
 at telephone no. (312) 661-2100 or fax no. (312) 661-0029

CERTIFICATE OF FACSIMILE TRANSMISSION
 I hereby certify that this document is being transmitted via facsimile to the Assignment Recordation Services of the U.S. Patent and Trademark Office via fax number 703-306-5995 on November 10, 2003.

Date: 11-10-03 
 Dawn Ternig

6. Total number of properties involved: 18

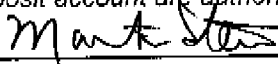
7. Total fee (37 CFR 3.41) \$ 465.00

Enclosed
 Authorized to be charged to deposit account
 Authorization to charge additional fees

8. Deposit Account Number - 50-1965

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized.

Martin L. Stern  11/10/03
 Name of Person Signing Signature Date

Total Number of Pages, including cover sheet, attachments and documents: 5

GH \$465.00 601965 2049891

ASSIGNMENT OF TRADEMARKS

WHEREAS, CIRCULAIR, INC., an Illinois corporation having offices located at 1415 North Dayton Street, Chicago, Illinois 60622 ("ASSIGNOR"), owns all right, title and interest in and to the trademarks and registrations and applications therefor listed on Schedule A attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks; and

WHEREAS, GLJ, LLC, an Illinois limited liability company having offices located at 1415 North Dayton Street, Chicago, Illinois 60622 ("ASSIGNEE"), desires to acquire all of ASSIGNOR's right, title and interest in and to the aforesaid trademarks and registrations and applications therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the worldwide right, title, and interest in and to said trademarks and registrations and applications therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and registrations and applications therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and registrations and applications therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and registrations and applications therefor listed on attached Schedule

A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and registrations and applications therefor listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and registrations and applications therefor listed on attached Schedule A. These obligations of assistance by Assignor shall continue for so long as Assignee may require such assistance from Assignor.

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich, 401 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611 authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the trademarks or trademark registrations or trademark applications listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective as of 10/8/03.

CIRCULAIR, INC.

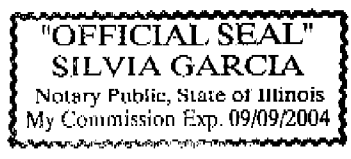
Dated: 10/6/03

By: [Signature]
 Title: CO-CEO

STATE OF ILLINOIS)
)
 COUNTY OF COOK) ss.

I, SILVIA GARCIA, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 6th day of OCTOBER, 2003



[Signature]
 Notary Public

SCHEDULE A
CIRCULAIR, INC.
Schedule of Trademarks

| Mark | Country | Serial No. | Reg. No. |
|-----------------------------|---------|------------|-----------|
| ADD-A-MIST | US | 74/718,356 | 2,049,891 |
| CHILLY BEAN | US | 74/425,268 | 1,878,227 |
| CRITTER SPITTERS | US | 75/435,022 | 2,298,869 |
| ENER-TEC | US | 75/007,091 | 2,003,124 |
| FANDANGLE | US | 75/298,763 | 2,377,869 |
| FLEX FAN | US | 75/170,011 | 2,215,070 |
| HANDS FREE BREEZE | US | 75/298,762 | 2,352,262 |
| HEADWIND | US | 75/679,998 | 2,384,216 |
| KEYCHAIN FAN | US | 75/710,729 | 2,445,093 |
| MARATHON | US | 75/726,395 | 2,384,237 |
| MISTER FAN | US | 74/718,357 | 2,058,257 |
| PERSONAL BREEZE | US | 74/424,935 | 1,874,605 |
| POCKET PENGUIN | US | 74/425,269 | 1,912,430 |
| POCKET SPA | US | 75/170,007 | 2,171,795 |
| PORTABLE BREEZE | US | 74/718,372 | 2,051,542 |
| SILENT SUNBURST | US | 74/706,570 | 2,031,188 |
| SOUL INDULGENCE | US | 75/679,997 | 2,400,936 |
| TRAPEZE BREEZE | US | 74/624,392 | 1,989,328 |
| ULTRA VELOCITY | US | 74/404,348 | 1,867,583 |
| WATER PALS | US | 75/435,626 | 2,296,851 |
| FRUITY COOLERS | US | 75/679,996 | n/a |
| HANDS FREE CONTIN-U-MIST | US | 75/313,998 | n/a |
| MISTY BREEZE | US | 75/264,803 | n/a |
| PERSONAL MISTER | US | 75/313,999 | n/a |

SCHEDULE A (cont'd)CIRCULAIR, INC.
Schedule of Trademarks

| Mark | Country | Serial No. | Reg. No. |
|-----------------|---------|------------|----------|
| POCKET MASSEUSE | US | 75/317,227 | n/a |
| SAHARA SAUNA | US | 74/627,804 | n/a |
| SILENT BREEZE | US | 74/335,528 | n/a |
| SILENT BREEZE | US | 74/549,324 | n/a |
| SILENT WARMTH | US | 74/404,349 | n/a |
| SILENT WARMTH | US | 75/212,104 | n/a |
| SMALL TALK | US | 76/020,185 | n/a |
| SNAKEFAN | US | 74/646,009 | n/a |
| SUN TAN FAN | US | 75/435,625 | n/a |