

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):

Innovative Design Enterprises, Inc.

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

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
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: October 7, 2003

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

A. Trademark Application No.(s)

ATTORNEY DOCKET NO.: 020655-9001

B. Trademark Registrations No.(s)

<u>2,247,498</u>	<u>2,249,249</u>
<u>2,518,265</u>	<u>2,277,423</u>
<u>2,268,733</u>	<u>1,796,932</u>
<u>2,234,060</u>	

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 703-306-5905 on November 10, 2003.

Date: 11-10-03

[Signature]
Dawn Tergel

6. Total number of properties involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

- 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
Name of Person Signing

[Signature]
Signature

11/10/03
Date

Total Number of Pages, including cover sheet, attachments and documents: 4

CH \$190.00 601965 2247498

ASSIGNMENT OF TRADEMARKS

WHEREAS, INNOVATIVE DESIGN ENTERPRISES, INC., an Illinois corporation having offices located at 1035 Republic Drive, Addison, IL. ("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 10-2-03.

INNOVATIVE DESIGN ENTERPRISES, INC.

Dated: 10-7-03

By: [Signature]
 Title: _____

STATE OF _____)
)
 COUNTY OF _____) ss.

I, Basil E. Demelle 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 7th day of October, 2003



[Signature]
 Notary Public

SCHEDULE A
INNOVATIVE DESIGN ENTERPRISES, INC.
Schedule of Trademarks

Mark	Country	Serial No.	Reg. No.
BREEZE STIK	US	75/429,938	2,247,498
COOL PALS	US	75/781,538	2,518,265
FANTEEN	US	75/475,491	2,268,733
LITTLE SQUIRTEE'S	US	75/429,929	2,234,060
POCKET BREEZE	US	75/429,930	2,249,249
SIP'N COOL	US	75/429,931	2,277,423
SQUEEZE BREEZE	US	74/257,433	1,796,932
ARCTIC BREEZE	US	75/084,681	n/a
LITTLE SQUIRTS	US	75/071,663	n/a