

06-10-2003

Form PTO-1594
(Rev. 10/02)
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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):

SMARTBARGAINS, INC. *6-6-03*

- Individual(s)
- General Partnership
- Corporation-State (Delaware)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 1, 2003

2. Name and address of receiving party(ies)

Name: SMARTBARGAINS.COM, LP

Internal

Address:

Street Address: 10 Milk Street, 10th Floor

City: Boston State: MA Zip: 02108

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- 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) _____
76/339,791 (abandoned)

B. Trademark Registration No.(s) _____
2,606,658 and 2,672,735

Additional number(s) attached Yes No

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

Name: Donald F. Frei, Esq.

Internal Address: Wood, Herron & Evans, L.L.P.

2700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati, State: OH Zip: 45202

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$90.00

- Enclosed
- Authorized to be charged to deposit account deficiencies only

8. Deposit account number:

23-3000

OFFICE OF PUBLIC RECORDS
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FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Donald F. Frei, Esq. Reg.No. 21,190

Name of Person Signing

Signature

June 3, 2003

Date

Total number of pages including cover sheet, attachments, and document:

06/09/2003 TDIAZ1 00000055 76339791

01 FC:8521
02 FC:8522

40.00
50.00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002749 FRAME: 0453

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of June 1, 2003 (the "Effective Date") between SMARTBARGAINS, INC., a Delaware corporation ("ASSIGNOR"), and SMARTBARGAINS.COM, LP, a Delaware limited partnership ("ASSIGNEE").

Pursuant to a certain Asset Purchase Agreement dated as of the date hereof, ASSIGNOR has agreed to assign to ASSIGNEE its entire right, title and interest in and to the United States and foreign trademarks, trademark registrations and applications set forth on Schedule A attached hereto, (collectively, the "Marks") and the goodwill of the business associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sell, assigns and transfers to ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and to the Marks together with the goodwill of the business associated with the Marks, including all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by ASSIGNEE, its successors, assigns or other legal representatives, for ASSIGNEE's own use and enjoyment, and for the use and enjoyment of ASSIGNEE's successors, assigns or other legal representatives, the same to be held and enjoyed by the ASSIGNEE for its own use and benefit, and for the use and benefit of its 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 claims for damages for or by reason of past, present or future infringement or other unauthorized use of the Marks and the right to sue for and collect such damages for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

ASSIGNOR further covenants that it has the full right to convey to ASSIGNEE the entire right, title and interest in, to and under the Marks, including the right to apply for, obtain and maintain registration of trademarks in any country thereon, and further that ASSIGNOR will not execute any agreement in conflict therewith.

ASSIGNOR also hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, all of its rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of each and all of the Marks.

ASSIGNOR hereby authorizes the ASSIGNEE, its successors, assigns or other legal representatives to apply in its or their own name or names for trademarks in all countries.

ASSIGNOR hereby agrees for itself, its successors, assigns and other legal representatives, promptly upon request of the ASSIGNEE, its successors, assigns or other legal representatives, to execute and deliver, or have executed and delivered, without further compensation any power of attorney, assignment, or other lawful documents and any further assurances that may be deemed necessary by the ASSIGNEE, its successors, assigns or other legal representatives, fully to secure to ASSIGNEE and its successors, assigns or other legal

representatives, the entire right, title and interest as aforesaid in and to the Marks and any and all U.S. and foreign equivalents that have been or may be granted in and to the Marks.

ASSIGNOR hereby covenants and agrees that it shall cease and refrain from all use of the Marks in all countries of the world as of the date hereof.

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to register trademarks, to record ASSIGNEE as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

SMARTBARGAINS, INC.

SMARTBARGAINS.COM, LP

By: [Signature]
Name: Stephen M. Joseph
Title: CEO

By: [Signature]
Name: Stephen M. Joseph
Title: Treasurer

STATE OF Massachusetts)
COUNTY OF Suffolk) ss

On June 1, 2003, before me personally appeared Stephen M. Joseph, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Notary Public

STATE OF Massachusetts)
COUNTY OF Suffolk) ss

On June 1, 2003, before me personally appeared Stephen M. Joseph, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Notary Public

Trademarks and Trademark Applications

<u>Trademark</u>	<u>Trademark No. (Appl. No.)</u>	<u>Issue (Filing) Date</u>
THE BARGAIN ALERT	U.S. Application Serial No. 76/339,791 (abandoned)	Abd. 4/3/03
SMARTBARGAINS.COM	U.S. Registration No. 2,606,658	Regn. Date: 8/13/02
SMARTBARGAINS	U.S. Registration No. 2,672,735	Regn. Date: 1/7/03