

06-16-2003



102473708

To the Honorable Commissioner of Patent

and original documents or copy thereof.

1. Name of conveying party(ies):

Tomima L. Edmark

- Individual(s)
- General Partnership
- Corporation
- 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: May 2, 2003

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

L&N Sales and Marketng, Inc.
2200 Byberry Road
Hatboro, Pennsylvania 19040-3738

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s): 1751316; 1776626; 1836818

Additional numbers attached Yes No

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

Harriet E. Perkins, Esq.
Drinker Biddle & Reath LLP
One Logan Square
18th and Cherry Streets
Philadelphia, PA 19103-6996

Attorney Docket No. 138930 (8092-G)

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number: 50-0573

DO NOT USE THIS SPACE

9. 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.

HARRIET E. PERKINS

Name of Person Signing

Signature

June 6, 2003

Date

Total number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

06/13/2003 DDYRME 00000220 1751316

01 FC:0521
02 FC:0522

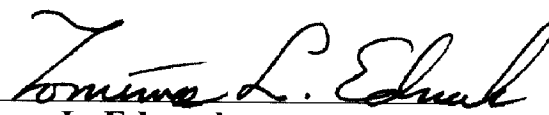
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Commissioner for Trademarks
Box Assignments
Washington, D.C. 20231

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4. ASSIGNOR MAKES NO REPRESENTATIONS THAT THE MARKS
HEREBY BEING TRANSFERRED ARE FREE OF ANY RIGHTFUL CLAIMS OF
ANY THIRD PARTIES BY WAY OF INFRINGEMENT AND ASSIGNOR
DISCLAIMS ANY WARRANTY AGAINST INFRINGEMENT WITH RESPECT TO
THE MARKS.

Assignor has executed this Trademark Assignment as of the date first set forth
above.



Tomima L. Edmark

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of May 1, 2003, by and between TOMIMA L. EDMARK, an adult individual residing in the State of Texas (“**Assignor**”), and L&N SALES AND MARKETING, INC., a Pennsylvania corporation (“**Assignee**”).

WHEREAS, Assignor is the sole owner of the United States trademark registrations listed on Schedule 1 attached hereto (the “**Marks**”);

WHEREAS, Assignee desires to acquire the Marks and any and all goodwill developed through the use of and otherwise associated with the Marks; and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of May 1, 2003, among Assignor, The TopsyTail Company and Assignee (the “**Purchase Agreement**”), Assignor agreed to assign all right, title and interest in and to the Marks and any and all goodwill developed through the use of and otherwise associated with the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree, with intent to be legally bound, as follows:

1. Assignor hereby sells, transfers, assigns and otherwise conveys to Assignee, all of Assignor’s right, title and interest in and to the following:

- (a) each of the Marks;
- (b) the goodwill of the business developed through the use of and otherwise symbolized by and associated with the Marks; and
- (c) all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks, except as may otherwise be provided in the Purchase Agreement.

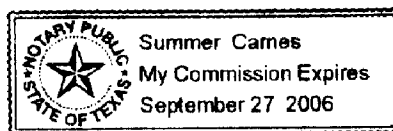
2. Assignor hereby agrees that she shall use commercially reasonable efforts to maintain records reflecting use of the Marks since the date of first use of each Mark for a period of three years from the date hereof. Assignor shall execute and deliver any further documents that Assignee reasonably determines are necessary or desirable to obtain or enforce the rights of Assignee in the Marks transferred hereunder.

3. The Marks are being assigned AS IS, WHERE IS.

STATE OF TEXAS)
)
COUNTY OF Dallas)

SS:

On this 2 day of MAY, 2003, before me personally came **Tomima L. Edmark**, to me known to be the person who signed the foregoing instrument and she indicated that she signed such instrument for the purposes stated therein.



Notary Public

SCHEDULE 1

Trademarks

Mark	Application Number	Filing Date	Registration Number	Registration Date
TOPSYTAIL	74135456	2/1/91	1751316	2/9/93
TOPSYTAIL	74314079	9/15/92	1776626	6/15/93
IF YOU CAN PONYTAIL, YOU CAN TOPSYTAIL	74405449	6/22/93	1836818	5/17/94