

12-01-2003

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
Cover Concepts Marketing Services, Inc.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Correction of Reel/Frame 1621/0197; Re: Registration #2007016
Execution Date: June 18, 1997

2. Name and address of receiving party(ies)
Name: Cover Concepts LLC
Internal Address: c/o Channel One Communications Corporation
Street Address: 600 Madison Avenue, 6th Floor
City: New York State: NY Zip: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a Delaware limited liability company

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)
B. Trademark Registration No.(s)
2,077,016

Additional number(s) attached: Yes No

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-3415
(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deborah K. Squiers, Esq.
Internal Address: _____
Cowan, Liebowitz & Latman, P.C.
Street Address: 1133 Avenue of the Americas
City: New York State: NY Zip: 10036-6799

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.

Deborah K. Squiers Deborah K. Squiers November 26, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

CERTIFICATE OF FACSIMILE TRANSMISSION

The undersigned hereby certifies that the above-captioned correspondence is being transferred by facsimile to the United States Patent and Trademark Office on the date shown above.

2/01/2003 6TON11 00000006 033415 2077016
1 FC:0521 40.00 DA
SZC/AZC/19543/01/554938.1

Name: Esther Seltzer
Date: November 26, 2003

UPH/ASSIGNMENTS
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023

TRADEMARK ASSIGNMENT

WHEREAS, Cover Concepts Marketing Services, Inc., a Massachusetts corporation having its place of business at 100 Grandview Road, Suite 310, Briantee, MA 02184 ("Assignor"), has adopted, used or is using those certain trademarks and trade names that are listed and described in Exhibit A attached hereto, whether registered or unregistered, in connection with its assets, products and services, in each case used or required in connection with the Business (as defined in the Purchase Agreement) (collectively, the "Marks"); and

WHEREAS, Cover Concepts LLC, a Delaware Limited Liability company having its place of business c/o Chandel One Communications Corporation, 600 Madison Avenue, 6th Floor, New York, N.Y. 10022 ("Assignee") desires to acquire Assignor's entire right, title and interest in and to the Marks.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of June 18, 1997 (the "Purchase Agreement"), pursuant to which Assignor shall sell and Assignee shall purchase certain of the assets of Assignor, and Assignee shall assume certain of the liabilities of Assignor, in each case relating to the Business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its legal successors and permitted assigns its entire right, title and interest, whether statutory, registered or at common law, in and to the Marks, and any renewals or extensions thereof, and to such other trademarks, service marks and trade names as may be owned by Assignor and used in connection with the Marks.

In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.

Assignor agrees to execute any further papers and to do such other acts as may be reasonably necessary and proper to vest full title in and to the Marks in Assignee.

This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

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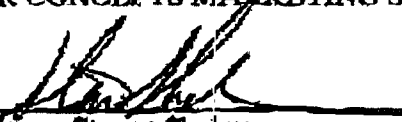
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IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the 18th day of June, 1997.

COVER CONCEPTS MARKETING SERVICES, INC.

By:



Name: Steven Siman

Title: President

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EXHIBIT A

U.S. T.M. Reg. No. 1,970,139 for Cover Concept Logo issued on April 23, 1996

U.S. T.M. Reg. No. 2,003,727 for "SafeSteps" name issued on September 24, 1996

U.S. T.M. Application Serial No. 75/038773 for "Cover Concepts" name

U.S. T.M. Application Serial No. 75/038774 for "Cover Concepts" name

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