

6-16-03 RECORDATIO TRADE

06-19-2003

MENT OF COMMERCE nt and Trademark Office



102477620

To the Honorable Commissioner of Patents and Trademarks, Please return the enclosed original, as or copy thereof.

1. Name of conveying party(ies):

J. Josephson, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 06/05/2003 as of 01/01/2002

2. Name and address of receiving party(ies)

Name: J. Josephson, Inc.

Internal

Address:

Street Address: 35 Horizon Blvd.

City: S. Hackensack State: NJ Zip: 07606

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New Jersey 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)

-0-

B. Trademark Registration No.(s)

See Continuation Sheet

Additional number(s) attached Yes No

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

Name: Stanley Garrett

Internal Address:

Scheichet & Davis, P.C.

Street Address: 800 Third Avenue 29th Floor

City New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41) \$ 190

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Name of Person Signing

STANLEY GARRETT

Signature

[Handwritten Signature]

Date

June 11, 2003

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

11

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

06/18/2003 BTOM11 00000120 1389189

01 FC:8521 40.00 OP 02 FC:8522 150.00 OP

CONTINUATION SHEET

Conveying Party: J. Josephson, Inc. a Georgia corporation

Receiving Party: J. Josephson, Inc. a New Jersey corporation

<u>Trademarks</u>	<u>Registration Nos.</u>	<u>Date of Registration</u>
Manuscreens	1,389,189	April 8, 1986
Wet 'n' Hang	1,389,545	April 8, 1986
Vycon Contract 54	1,390,019	April 15, 1986
J. Josephson	1,460,154	October 6, 1987
Vycon	1,713,856	September 8, 1992
Symphony	2,126,316	December 30, 1997
Metalline	2,346,050	April 25, 2000

CONFIRMATORY ASSIGNMENT OF TRADEMARKS

WHEREAS J. JOSEPHSON, INC., a Georgia corporation (hereinafter called JJ-Georgia), **JAY SQUARED, INC.**, a Delaware corporation, and **CROWN WALLCOVERING CORPORATION**, a New York corporation, merged with and into **JAY CUBED ENTERPRISES, INC.**, a New Jersey corporation (hereinafter called the "Company"), as the surviving corporation, pursuant to a Plan and Agreement of Merger dated as of November 21, 2001 among the aforementioned corporations, a copy of which is annexed hereto as Exhibit A; and

WHEREAS the Certificate of Incorporation of the Company was amended as of the effective time of said merger, namely 12:01 A.M., January 1, 2002, among other things, to change its corporate name to **J. JOSEPHSON, INC.**

WHEREAS prior to said merger, JJ-Georgia was the owner of the following trademarks and United States registrations therefore to wit:

<u>Trademarks</u>	<u>Registration Nos.</u>	<u>Date of Registration</u>
Manuscreens	1,389,189	April 8, 1986
Wet 'n' Hang	1,389,545	April 8, 1986
Vycon Contract 54	1,390,019	April 15, 1986
J. Josephson	1,460,154	October 6, 1987
Vycon	1,713,856	September 8, 1992
Symphony	2,126,316	December 30, 1997
Metalline	2,346,050	April 25, 2000

and



PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER (the "Agreement"), dated as of November 21, 2001 among J. JOSEPHSON, INC., a Georgia corporation ("JJ"), JAY SQUARED, INC., a Delaware corporation ("Jay Squared"), CROWN WALLCOVERING CORPORATION, a New York corporation initially incorporated under the name "Crown Wallpaper Corporation" ("Crown"; the foregoing corporations being herein sometimes collectively referred to herein as the "Constituent Corporations") and J. CUBED ENTERPRISES, INC., a New Jersey corporation (the "Company").

W I T N E S S E T H :

WHEREAS the authorized capital stock of JJ consists of 1,000 shares of common stock of the par value of \$1.00 per share of which 500 shares are issued and outstanding, entitled to one vote per share and owned by Jay Squared: and

WHEREAS the authorized capital stock of Jay Squared consists of 1,000 shares of common stock of the par value of \$1.00 per share, all of which are issued and outstanding, entitled to one vote per share and owned by Crown; and

WHEREAS the authorized capital stock of Crown consists of 3,095,000 shares of the par value of \$1.00 per share, including 75,000 Preferred Shares, 3,000,000 Preference Shares and 20,000 shares of common stock, of which 1,500 shares of common stock are issued and outstanding and entitled to one vote per share; and

WHEREAS the authorized capital stock of the Company consists of 1,000 shares of common stock of the par value of \$1.00 per share, all of which are issued and outstanding, entitled to one vote per share and owned by Crown; and

WHEREAS JJ is a wholly-owned subsidiary of Jay Squared which is a wholly-owned subsidiary of Crown;

WHEREAS the Company is a wholly-owned subsidiary of Crown;

WHEREAS the Boards of Directors of each of the Constituent Corporations and of the Company deem it desirable and in the best interests of their corporations and their shareholders that the Constituent Corporations be merged into the Company (the "Merger"), and the corporations, respectively, desire that they so merge under and pursuant to the laws of the states of Georgia, Delaware, New York and New Jersey; and

WHEREAS for federal income tax purposes, it is intended that the merger should qualify as a reorganization within the meaning of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of describing the terms and conditions of such merger the parties hereto covenant and agree as follows:

ARTICLE I

Section 1.01. The Merger

Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Georgia Business Code ("GBC"), the Delaware General Corporation Law ("DGCL"), the New York Business Corporation Law ("NYBCL") and the New Jersey Business Corporation Act ("NJBCA"), the Constituent Corporations shall be merged with and into the Company at the Effective Time of the Merger (as defined in Section 1.03). Following the Effective Time of the Merger, the separate corporate existence of each of the Constituent Corporations shall cease and the Company shall continue as the surviving corporation under the name "J. Josephson, Inc." (the

“Surviving Corporation”) and shall succeed to and assume all the rights and obligations of each of the Constituent Corporations in accordance with the GBC, DGCL, NYBCL and NJBCA.

Section 1.02. Closing

The closing of the Merger will take place at 10:00 a.m. on a date to be specified by the parties at the offices of Scheichet & Davis, P.C., 800 Third Avenue, 29th Floor, New York, NY 10022.

Section 1.03. Effective Time

Subject to the provisions of this Agreement, as soon as practicable, the parties shall file the Agreement or a certificate of merger, articles of merger or other appropriate documents executed in accordance with the relevant provisions of the GBC, DGCL, NYBCL and NJBCA, and shall make all other filings or recordings required under such laws and the publication required under the GBC. The Merger shall become effective at 12:01 a.m. on January 1, 2002 (hereinafter referred to as the “Effective Time of the Merger”).

Section 1.04. Effects of the Merger

The Merger shall have the effects set forth in Section 14-2-1106 of the GBC, Section 259 of the DGCL, Section 906 of the NYBCL and Section 14A:10-6 of the NJBCA.

Section 1.05. Certificate of Incorporation and By-Laws

(a) The Certificate of Incorporation of the Company, as in effect immediately prior to the Effective Time of the Merger, shall be amended as of the Effective Time of the Merger as follows: Articles FIRST and THIRD of such Certificate of Incorporation shall be amended to read in their entirety as follows:

“FIRST: The name of the corporation is J. Josephson, Inc.”, and

“THIRD: The aggregate number of shares which the corporation shall have authority to issue shall be 10,000 shares of the par value of \$1.00 per share, all of which shall be common stock.”

Such Certificate of Incorporation, as so amended, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

(b) The by-laws of the Company as in effect at the Effective Time of the Merger shall be the by-laws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

Section 1.06. Directors and Officers

The directors and officers of the Company at the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

ARTICLE II

2.01. Effect of the Merger on Capital Stock of the Parties; Exchange of Certificates

As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder of any shares of capital stock of any of the Constituent Corporations or any shares of common stock of the Company:

(a) *Cancellation of Constituent-owned Stock and Treasury Stock.* Each share of common stock of any of the Constituent Corporations owned by another Constituent Corporation, each share of common stock of the Company owned by Crown and each share of Preferred Shares and Preference Shares of Crown owned by Crown shall be automatically cancelled and retired and shall cease to exist. No stock of the Surviving Corporation or other consideration shall be delivered in exchange therefor.

(b) *Conversion of Crown Common Stock.* Each issued and outstanding share of the common stock of Crown shall be converted into the right to receive one fully paid and non-assessable share of common stock of the Surviving Corporation of the par value of \$1.00 per share.

Section 2.02. Exchange of Certificates

On or after the Effective Time of the Merger each holder of a certificate or certificates theretofor representing outstanding Crown common stock shall surrender such certificate or certificates at the office of the Surviving Corporation for cancellation or conversion as provided in Section 2.01(b).

ARTICLE III

Shareholder Approval

This Agreement shall be submitted to the shareholders of Crown for their adoption or rejection in the manner prescribed by the provisions of the NYBCL and the merger of the Constituent Corporations with and into the Surviving Corporation shall be authorized in compliance with the applicable provisions of the GBC, DGCL, NYBCL and NJBCA.

ARTICLE IV

General Provisions

Section 4.01. Further Instruments

From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, the Constituent Corporations, and each of them, will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights,

privileges, powers, and franchises and otherwise to carry out the intent and purposes of this Agreement.

Section 4.02. Termination

This Agreement may be terminated at any time prior to the Effective Time of the Merger whether before or after approval of the matters presented in connection with the Merger by the stockholders of the Company and the Constituent Corporations by mutual consent of the Company and the Constituent Corporations. In the event of a termination, this Agreement shall forthwith become void and there should be no liability or obligation on the part of the Company or any of the Constituent Corporations or their respective officers or directors.

Section 4.03. Counterparts

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

Section 4.04. No Third-Party Beneficiaries

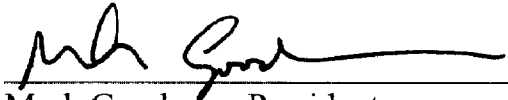
This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

Section 4.05. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

IN WITNESS WHEREOF, each of the Constituent Corporations and the Company has caused this Agreement to be signed by its President or Vice President thereunto duly authorized as of the date first above written.

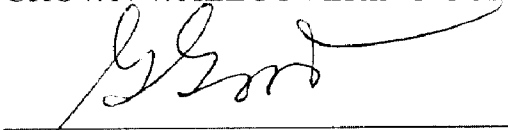
J. JOSEPHSON, INC.

By: 
Mark Goodman, President

JAY SQUARED, INC.

By: 
Mark Goodman, Vice President

CROWN WALLCOVERING CORPORATION

By: 
Gilbert A. Goodman, President

J. CUBED ENTERPRISES, INC.

By: 
Mark Goodman, President