

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):
BELLY BASICS, INC.

- Individual(s)
- General Partnership
- Corporation-State State of New York
- 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: November 24, 2003

2. Name and address of receiving party(ies)

Name: M2B, LLC
Internal
Address: _____

Street Address: 1410 Broadway
City: New York State: NY Zip: 10018

- Individual(s) citizenship U.S.
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company - New York State

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) 76/317029

B. Trademark Registration No.(s) 1949623 and others

Additional number(s) attached Yes No

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

Name: Jay H. Begler, Esq.

Internal Address: _____

Street Address: Buchanan Ingersoll

140 Broadway - 35th Floor

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1448

DO NOT USE THIS SPACE

9. Signature.

Jay H. Begler, Esq.
Name of Person Signing

Jay H. Begler
Signature

December 4, 2003
Date

3

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

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

CH \$215.00 501448 76317029

SCHEDULE I

<u>MARK:</u>	<u>REG. NO.:</u>	<u>REG. DATE:</u>	<u>COUNTRY</u>
BELLY BASICS	2090359	8/26/1997	USA
THE PREGNANCY SURVIVAL KIT BELLY BB BASICS and Design	2342092	4/18/2000	USA
BELLY BB BASICS and Design	2175237	7/21/1998	USA
Design Only	2019625	11/26/1996	USA
THE PREGNANCY SURVIVAL KIT BELLY BB BASICS and Design	2337014	4/4/2000	USA
THE BELLY BALM	2518145	12/11/2001	USA
THE PREGNANCY SURVIVAL KIT	1949623	1/16/1996	USA
<u>MARK:</u>	<u>APPL. NO.:</u>	<u>FILING DATE:</u>	<u>COUNTRY</u>
THE PREGNANCY SURVIVAL KIT FACE	76/317029	9/25/2001	USA

TRADEMARK

REEL: 002758 FRAME: 0485

** TOTAL PAGES: 04 **

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ASSIGNMENT

Assignment, dated as of November 24, 2003, from Belly Basics, Inc., a New York corporation ("Seller") to M2B, LLC, a New York limited liability company ("Buyer").

In consideration of good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Seller, by this Assignment does hereby sell, assign and transfer unto Assignee, effective on the date hereof, all its right, title and interest in the trademark "Belly Basics" and all other trademarks listed on Schedule I hereto, and all variations thereof, together with all copyrights, logos, designs and other artwork, and goodwill associated therewith.

Seller hereby undertakes to do all acts and execute all documents necessary to effectuate this Assignment.

Seller hereby irrevocably constitutes and appoints Buyer the true and lawful agent and attorney-in-fact of Seller with respect to all matters arising in connection with the trademark assigned hereby, with full power and authority to take any and all steps to execute and deliver for and on behalf of Seller all such agreements, consents, certificates, receipts and other documents to which the Seller is a party relating to said trademark, as Buyer may deem advisable. Seller gives to Buyer full power and authority to act in the premises, including the power and authority to appoint a substitute or substitutes to act hereunder with the same power and authority as Buyer would have if were personally acting. Seller hereby ratifies and confirms all that Buyer, or any substitute or substitutes thereof, may do by virtue hereof.

IN WITNESS WHEREOF, Seller has executed this Assignment as of the date first above written.

ASSIGNOR:
BELLY BASICS, INC.

By: 

00102369;1

RECORDED: 12/04/2003

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