

06-25-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

F

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

102481988

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):

Horns, Inc.

6-13-07

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 10/1/2002

2. Name and address of receiving party(ies)

Name: Here & There LLC

Internal

Address:

Street Address: 104 West 40th Street

City: New York State: NY Zip: 10018

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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) 1,223,376;

1,328,584

Additional number(s) attached Yes No

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

Name: Dawn Harrington

Internal Address:

Street Address: Greenberg Traurig, LLP

200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1561

DO NOT USE THIS SPACE

9. Signature.

Dawn Harrington

Name of Person Signing

Signature

June 18, 2003

Date

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

8

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

TRADEMARK REEL: 002763 FRAME: 0402

06/24/2003 ECDOPER 00000000 101988 1223376

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40.00 DA 25.00 DA

ASSET PURCHASE AGREEMENT

AGREEMENT, made this 1st day of October, 2002, by and between HERE & THERE LLC, a New York Limited Liability Company ("Purchaser") and HORNS, INC., a Connecticut Corporation, and FRANCINE HORN ("Sellers").

WHEREAS, Sellers are engaged in the fashion forecasting, reporting and consulting business.

WHEREAS, Purchaser desires to acquire all the equipment, inventory, and other assets of Sellers used in that business and to enter into a consulting agreement and restrictive covenant with Francine Horn;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, it is agreed as follows:

1. Purchase and Sale. Sellers agree to sell to Purchaser and Purchaser agrees to purchase from Sellers, subject to the terms of this Agreement, the following property:

A. Sellers' interest in any real property leases or equipment leases attached hereto and listed on Exhibit A.

B. Any and all licenses and permits required to conduct business and listed on Exhibit B.

C. The furniture, fixtures, and other tangible personal property located on the premises of the Sellers, as more specifically described in Exhibit C attached and made a part of this Agreement ("Personal Property").

D. The names Here & There and Ampersand and any other trade names used by Sellers now or in the past as listed on Exhibit D, the goodwill of Sellers and the telephone number of Sellers ("Name").

E. Any Inventory on hand including any product and materials as listed on Exhibit E.

F. All customer lists and billing information concerning Sellers' customers, including billing addresses and fees shall be attached as Schedule F.

1A. Consulting Agreement. Sellers agree to pay Francine Horn \$20,000 per month for four (4) years in accordance with the terms of the consulting agreement attached as Exhibit 1A.

2. Purchase Price.

A. The purchase price for the property described in Paragraph 1 shall be the amount of accounts receivables as of the closing date (less any amounts which are unearned or not collectable), as specified in Exhibit 2A.

3. Payment of Purchase Price.

The amount in Schedule 2A, less any adjustments shall be paid in 12 equal monthly installments beginning October 1, 2003. However, in the event that the Purchaser subsequently sells the assets or the Company, all payments due hereunder shall become due as follows. If sale is for cash the present value of the remaining payments will be due at closing. If sale is for cash and an installment note the cash portion due at closing to the Seller will equal the percentage of the cash due at closing as compared to the total purchase price times the present value of the remaining payments. In addition, the balance of the present value of the remaining payments will be paid in accordance with the terms of this Agreement. Present value will be calculated by using a discount factor of prime plus 2 percent at the time of sale.

4. Allocation of Purchase Price. It is agreed between the parties, and acknowledged by the parties to be the result of negotiations between them, that the purchase price for the property purchased is allocated as follows:

- A. \$150,756 for the receivables
- B. \$10,000 for a Non-competition Agreement
- C. \$10,000 for the Names

5. Prorations and Adjustments.

A. License fees, rents, utilities, and other similar items shall be prorated between the Sellers and the Purchaser as of the Closing Date.

6. Transfer. Sellers shall transfer the property described in Paragraph 1 to Purchaser, free and clear of all liens and encumbrances, except for equipment subject to the leases specified in Schedule A.

7. Closing. This transaction shall be closed on October 1, 2002 at the offices of Here & There, 140 West 40 Street, New York, N.Y.

A. Sellers shall execute and deliver to Purchaser a bill of sale conveying the Personal Property and inventory to Purchaser, free and clear of all liens and encumbrances, other than any amounts payable under the leases in Schedule A.

B. Sellers shall execute and deliver to Purchaser and assignment of Sellers' interest in the Lease and security deposit, if any, free and clear of all liens and encumbrances.

C. Sellers shall undertake to deliver to Purchaser the written consent of the lessor under the Lease to the assignment of Sellers' interest in the Lease except for any security deposits. Upon receipt of said deposits, the buyer shall forward the full amount of said deposits to the Sellers. Notwithstanding the foregoing, purchaser shall return the full amount of said security deposit or pay the full amount to seller upon the termination of the lease or October 30, 2006, whichever is sooner.

D. Any other document reasonably requested by either party to effectuate this transaction shall be executed and delivered. The delivery by each of the parties of each of the papers, instruments, and documents enumerated in this paragraph shall be conditions precedent to the obligations of the party to whom they are to be delivered to close under this Agreement.

8. Representations and Warranties of Sellers. Sellers represent and warrant the following to Purchaser:

A. Sellers are a corporation duly organized, validly existing, and in good standing under the laws of the state of Connecticut and an individual and have the corporate power and authority to carry on its business as it is now being conducted.

B. The execution, delivery, and performance of this Agreement by Sellers will not constitute a breach or violation of the Articles of Incorporation or Bylaws of Sellers, or any laws, or any agreement, indenture, deed of trust, mortgage, pledge agreement, loan agreement, or instrument to which Sellers are a party or to which Sellers are bound.

C. The execution and delivery of this Agreement by Sellers has been duly authorized by the Board of Directors and Shareholders of Sellers.

D. This Agreement constitutes the valid and binding obligation of Sellers.

8.1 Representations and Warranties of Purchaser. Purchaser represents and warrants the following to Sellers:

A. Purchaser has examined and is satisfied with or has waived the examination of all of the books and records of the Sellers including but not limited to financial, statements, lease and any other pertinent documents.

B. Purchaser acknowledges that Sellers make no representation whatsoever in connection with any document other than Sellers represent that the documents, to the best of Sellers' knowledge and belief, are true and accurate and in full force and effect.

9. Conditions Precedent to Obligations of Purchaser. All obligations of Purchaser under this Agreement are subject to the fulfillment, at or before the Closing Date, of each of the following conditions, unless waived in writing by the Purchaser:

A. The execution and delivery to Purchaser of a written statement from the landlord of the Sellers' primary office stating that the Sellers are not in default under the Lease and that the Lease is a valid and binding obligation of the lessor. This condition is waived by Purchaser. Sellers shall undertake in good faith to obtain such statement as soon as possible after the Closing Date.

B. The representations and warranties of Sellers in this Agreement shall be true and complete in all material respects on the date of execution of this Agreement and on the Closing Date.

10. Default. In the event of default, the right to the names listed in Section 1.D of this agreement shall revert to Sellers. In addition all amounts due and payable under this agreement shall become due immediately upon default.

11. Brokerage. The parties acknowledge that there were no brokers involved in this transaction.

12. Survival. All covenants, representations, indemnifications, and warranties of the parties contained in this Agreement or otherwise made in writing in connection with the transaction contemplated by it shall survive the Closing and the consummation of the undertakings.

13. Attorneys' Fees. In connection with any litigation arising out of this Agreement and its Exhibits, the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees.

14. Notices. All notices, requests, demands, and other communications shall be in writing, and shall be deemed to have been duly given when deposited in the United States mail by certified mail, return receipt requested, postage prepaid, addressed as follows:

As to Purchaser: JR Consulting
6800 Gleneagle Drive
Miami Lakes, FL 33014

with a copy to: Geller, Marzano
30 Main Street

Port Washington, NY 11050
Attn: Frank Marzano

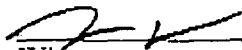
As to Sellers: Francine Horn
173 Newtown Tpke.
Weston, CT 06883

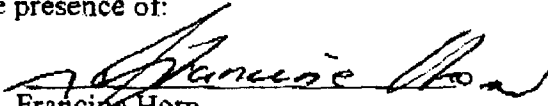
with a copy to: Francine Horn
Ici et La
Parc de L'oumede 14
83350 Ramatuelle, France

15. Benefit. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, and assigns of the parties to it.
16. Entire Agreement. All prior negotiations of the parties relating to the subject matter of this Agreement have been merged in and are superseded by this instrument and the instruments attached as Exhibits, which contain the entire agreement of the parties, and there are no promises, agreements, understandings, representations, warranties, or conditions of any nature not set forth in this instrument or in the instruments attached as Exhibits made as an inducement to the execution of this Agreement or otherwise.
17. Modifications. No modification of this Agreement shall be effective unless made in writing, duly executed by or on behalf of the party or parties affected by it. No forbearance by any party to enforce any provision of or any right existing under this Agreement shall constitute a waiver of any such provision or right, or be deemed to effect a modification of this Agreement.
18. Headings. The headings in this Agreement are for convenience of reference only and shall not control or alter the meaning of it.
19. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all, so executed, shall constitute one agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

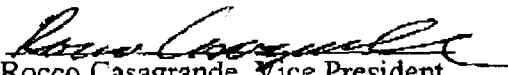
Signed, sealed, and delivered in the presence of:


Witness:

By: 
Francis Horn

Here & There LLC


Witness:

By: 
Rocco Casagrande, Vice President

EXHIBITS

- | | |
|------------|----------------------|
| EXHIBIT A | LEASES |
| EXHIBIT B | LICENSE AND PERMITS |
| EXHIBIT C | PERSONAL PROPERTY |
| EXHIBIT D | TRADE NAMES |
| EXHIBIT E | INVENTORY |
| EXHIBIT F | CUSTOMER LIST |
| EXHIBIT 1A | CONSULTING AGREEMENT |
| EXHIBIT 2A | ACCOUNTS RECEIVABLE |

EXHIBIT D – TRADE NAMES

1. &
2. Ampersand
3. Color Cubicle
4. Disc Dope
5. Here and There
6. Here & There
7. Shops & Spots

GREENBERG
ATTORNEYS AT LAW
TRAURIG

Dawn Harrington
212-801-3140
harringtond@gtlaw.com

June 18, 2003

VIA EXPRESS MAIL

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

Re: Recordation of Trademark Assignment
Our Reference No.: 62552.010000

Dear Sir/Madam:

Enclosed please find the following documents regarding the recordal of Assignment of Trademarks, transferring trademarks from Horns, Inc. to Here & There LLC:

1. Trademark Recordation Form Cover Sheet;
2. Copy of Agreement; and
3. Stamped self-addressed post card regarding confirmation of receipt of documents.

The fee of \$65.00, and any additional fee, for **Order No. 62552.010000** should be charged to the Deposit Account #50-1561.

Thank you for your attention to this matter.

Respectfully submitted,
GREENBERG TRAURIG LLP



Dawn Harrington
Trademark Paralegal

Enclosure

GREENBERG TRAURIG, LLP
885 THIRD AVENUE

NEW YORK, NEW YORK 10022-4834

212-801-2100 FAX 212-688-2449 www.gtlaw.com

ATLANTA BOCA RATON BOSTON CHICAGO DENVER FORT LAUDERDALE LOS ANGELES MIAMI NEW YORK ORLANDO PHILADELPHIA PHOENIX
TALLAHASSEE TYSONS CORNER WASHINGTON, D.C. WEST PALM BEACH WILMINGTON

TRADEMARK

RECORDED: 06/13/2003

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