08-08-2003

		J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
į	OMB No. 0651-0027 (exp. 6/30/2005)  Tab settings ⇔⇔⇔ ▼ ▼ ▼	519677
	To the Honorable Commissioner of Patents and Trademarks: f	Please record the attached original documents or copy thereof.
	1. Name of conveying party(ies): 7.18.03	Name and address of receiving party(ies)     Name: Russell-Newman, Inc.
	Kleinert's, Inc.	Internal S
	☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State	Street Address: P.O. Box 2306
	Other	Individual(s) citizenship
	Additional name(s) of conveying party(ies) attached? Yes No	General Partnership
	3. Nature of conveyance:  Assignment  Merger	Limited Partnership
	Security Agreement Change of Name Other	Other  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
	Execution Date:	(Designations must be a separate document from assignment) Additional name(s) & address( es) attached? Yes No
	Application number(s) or registration number(s):	1200120 48003
	A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1290120, 48993 1020192, 1253822, 623093, 1545432
	Additional number(s) at	tached Yes V No
	5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
	Name: Silverberg Stonehill & Goldsmith, P Internal Address: Attn: Stephanie Lipton	7. Total fee (37 CFR 3.41)\$_240.00
Badwad Bada		✓ Enclosed
Refund Ref: 96/07/2003 &	CM11 0000129681	Authorized to be charged to deposit account
CHECK R	fund Total: \$75.00 Street Address: 111 West 40th Street	8. Deposit account number:
	City: New York State: NY Zip: 10018	
	DO NOT USE  9. Signature.	THIS SPACE
/	(Ny Esertian)	7.18.03 gnature Date
08/07/2003 BTO	Total number of pages including cov	er sheet, attachments, and document:
01 FC:8521	40.09 (IP)  Washington,	required cover sheet information to: rademarks, Box Assignments D.C. 20231
OR FEISSER	125.00 (#)	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of May 16, 2003 (this "Assignment"), is by and between Kleinert's, Inc., a Pennsylvania corporation ("Kleinert's"), Kleinert's, Inc. of Alabama, an Alabama corporation ("Kleinert's Alabama"), Kleinert's, Inc. of Delaware, a Delaware corporation ("Kleinert's Delaware"), Kleinert's Retail, Inc., an Alabama corporation ("Kleinert's Retail") and Kleinert's, Inc. of New York, a New York corporation ("Kleinert's New York together with Kleinert's, Kleinert's Alabama, Kleinert's Delaware and Kleinert's Retail, each an "Assignor" and collectively, the "Assignors"), and Russell-Newman, Inc., a Texas corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

## WITNESSETH:

WHEREAS, the Assignors and the Assignee have entered into an Asset Purchase Agreement (the "Agreement"), dated as of May 16, 2003, pursuant to which the Assignor has agreed to sell, convey, transfer, assign, grant and deliver to the Assignee all of the Assignors' right, title and interest in and to, among other things, the marks set forth on Schedule A attached hereto (collectively, the "Marks") and the associated goodwill of the business developed through their use, provided, however, that, pursuant to Section 10.1 of the Agreement, Assignors shall retain the right to use the Kleinert's names for purposes of their bankruptcy cases, the liquidation of assets not transferred under the Agreement, and/or litigation in connection with any claims or assets not transferred under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement, the parties hereto hereby agree as follows:

- 1. The Assignors hereby assigns to the Assignee all of Assignors' right, title, and interest in and to the Marks, all rights thereunder, remedies against infringements thereof, privileges associated therewith and rights to protection of interests therein under all applicable laws of all jurisdictions, all registrations and applications therefor, any renewals and extensions of the registrations and any corresponding rights that may be secured in any jurisdiction throughout the world, now or hereafter in effect.
- 2. The Assignors, on reasonable request by the Assignee and at the Assignee's expense, shall do and execute or arrange for the doing and executing of each necessary act, document and thing to fully effectuate the purposes of this Assignment.
- 3. All rights and privileges, including the right to sue for and receive all damages from future infringements of the Marks and any income, royalties or payments due or payable hereafter, will be held and enjoyed by the Assignee, its successors, executors and permitted assigns.

[Signature page follows.]

## **SCHEDULE A**

Mark	Country	Registration Number
BABYGRO	United States	1,290,120
		1,020,192
		1,253,822
	Canada	515687
KLEINERT'S	United States	623,093
	Ireland	157222
KLEINERT'S	United States	48,993
(stylized)		
MINI DIMENSIONS		(not registered)
SCREAMERS	United States	1,545,432
TEDDY BEARS plus		(not registered)
Design		

1618184 1.DOC

IN WITNESS WHEREOF, the undersigned, being duly authorized, do hereby execute this Assignment.

DEBIORS:
KLEINERT'S, INC.
By: Cleyory Serright
Name: Chyary A Jamester
Title:
Date: Slye 103
KLEINERT'S, INC. OF ALABAMA
By: Melegry / Saveful
Name: Steyouly A SAWARE
Title: Co
Date: 5/10/03
KLEINERT'S, INC. OF DELAWARE
Bylley ary June 1
Name: Octy only + Sunsott
Title:
Date: \$16/05
KLEINERT'S, INC. OF NEW YORK
- Sleenest touth
By: Control
Name: Clargoly & SAMFFELL
Name: Elegaly A Suntiffer Title: Can
Date: 1/11/03
KLEINERT'S RETAIL INC.
By/ Cleyory Sewed !!
Name: GREYDRY SANKFORD
Title:
Date: Still 103

ACKNOWLEDGED AND AGREED TO BY:

RUSSELL-NEWMAN, INC.

Name: Title:

Thesion / Cer

Date:

6/20/03

# SILVERBERG STONEHILL & GOLDSMITH, P.C.

ATTORNEYS AT LAW
III WEST 40TH STREET
NEW YORK, NEW YORK 10018

(212) 730-1900

FACSIMILE (212) 391-4556

July 18, 2003

## BY FEDERAL EXPRESS

Commissioner of Patent & Trademarks Box Assignments 2900 Crystal Drive Arlington, VA 22202

Re: Kleinert's, Inc. - Trademark Assignment

Gentlemen and Ladies:

Enclosed please find a Recordation Form Cover Sheet and a Trademark Assignment Affidavit assigning Six (6) Kleinert's, Inc. trademarks to Russell-Newman, Inc., together with a check for \$240 for the filing fee. Please record the listed assignments and return proof of the assignments to our office.

Thank you.

Very truly yours,

Cory Rosenberg
Legal Assistant

**Enclosures** 

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of May 16, 2003 (this "Assignment"), is by and between Kleinert's, Inc., a Pennsylvania corporation ("Kleinert's"), Kleinert's, Inc. of Alabama, an Alabama corporation ("Kleinert's Alabama"), Kleinert's, Inc. of Delaware, a Delaware corporation ("Kleinert's Delaware"), Kleinert's Retail, Inc., an Alabama corporation ("Kleinert's Retail") and Kleinert's, Inc. of New York, a New York corporation ("Kleinert's New York together with Kleinert's, Kleinert's Alabama, Kleinert's Delaware and Kleinert's Retail, each an "Assignor" and collectively, the "Assignors"), and Russell-Newman, Inc., a Texas corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

## WITNESSETH:

WHEREAS, the Assignors and the Assignee have entered into an Asset Purchase Agreement (the "Agreement"), dated as of May 16, 2003, pursuant to which the Assignor has agreed to sell, convey, transfer, assign, grant and deliver to the Assignee all of the Assignors' right, title and interest in and to, among other things, the marks set forth on Schedule A attached hereto (collectively, the "Marks") and the associated goodwill of the business developed through their use, provided, however, that, pursuant to Section 10.1 of the Agreement, Assignors shall retain the right to use the Kleinert's names for purposes of their bankruptcy cases, the liquidation of assets not transferred under the Agreement, and/or litigation in connection with any claims or assets not transferred under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement, the parties hereto hereby agree as follows:

- 1. The Assignors hereby assigns to the Assignee all of Assignors' right, title, and interest in and to the Marks, all rights thereunder, remedies against infringements thereof, privileges associated therewith and rights to protection of interests therein under all applicable laws of all jurisdictions, all registrations and applications therefor, any renewals and extensions of the registrations and any corresponding rights that may be secured in any jurisdiction throughout the world, now or hereafter in effect.
- 2. The Assignors, on reasonable request by the Assignee and at the Assignee's expense, shall do and execute or arrange for the doing and executing of each necessary act, document and thing to fully effectuate the purposes of this Assignment.
- 3. All rights and privileges, including the right to sue for and receive all damages from future infringements of the Marks and any income, royalties or payments due or payable hereafter, will be held and enjoyed by the Assignee, its successors, executors and permitted assigns.

[Signature page follows.]

## **SCHEDULE A**

Mark	Country	Registration Number
BABYGRO	United States	1,290,120
		1,020,192
		1,253,822
	Canada	515687
KLEINERT'S	United States	623,093
	Ireland	157222
KLEINERT'S	United States	48,993
(stylized)		
MINI DIMENSIONS		(not registered)
SCREAMERS	United States	1,545,432
TEDDY BEARS plus		(not registered)
Design		

1618184 1.DOC

IN WITNESS WHEREOF, the undersigned, being duly authorized, do hereby execute this Assignment.

DEBIORS:
WI CDUPPTIC DIC A
KLEINERT'S, INC.
By: Meyory / serieth
Name: Chrysly A Samples
Title: 240
Date: $\sqrt{ y_0 _{GL}}$
Date: 5/1/2/03
KLEINERT'S, INC. OF ALABAMA
By: Melyany / Saveful
Name: 6 Leguly A SANSFALE
Title: (3/2)
Date: 5/14/03
<b>A</b>
KLEINERT'S, INC. OF DELAWABE
less the state of
By Cog org Coopy
Name: Gety great HAMAGITA
Title:
Date: \$16/03
KLEINERT'S, INC. OF NEW YORK
- Sleenest touth
Ву:
Name: Clargoly A SANTEN
Title: Can
Date: 711/03
KLEINERT'S RETAIL INC.
REENJERT SKETALLING.
By/ Welly ory / Sewages
Name: (Steyday) Caratole
Title:
Date:
SILL/193

ACKNOWLEDGED AND AGREED TO BY:

RUSSELL-NEWMAN, INC.

Name: Title:

DAVIO Q. MARTINO
TRES, DINT/CETO

Date:

6/20/03

# SILVERBERG STONEHILL & GOLDSMITH, P.C.

ATTORNEYS AT LAW
III WEST 40TH STREET
NEW YORK, NEW YORK 10018

(212) 730-1900

FACSIMILE (212) 391-4556

July 18, 2003

## BY FEDERAL EXPRESS

Commissioner of Patent & Trademarks Box Assignments 2900 Crystal Drive Arlington, VA 22202

Re: Kleinert's, Inc. - Trademark Assignment

Gentlemen and Ladies:

Enclosed please find a Recordation Form Cover Sheet and a Trademark Assignment Affidavit assigning Six (6) Kleinert's, Inc. trademarks to Russell-Newman, Inc., together with a check for \$240 for the filing fee. Please record the listed assignments and return proof of the assignments to our office.

Thank you.

Very truly yours,

Cory Rosenberg Legal Assistant

Enclosures

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of May 16, 2003 (this "Assignment"), is by and between Kleinert's, Inc., a Pennsylvania corporation ("Kleinert's"), Kleinert's, Inc. of Alabama, an Alabama corporation ("Kleinert's Alabama"), Kleinert's, Inc. of Delaware, a Delaware corporation ("Kleinert's Delaware"), Kleinert's Retail, Inc., an Alabama corporation ("Kleinert's Retail") and Kleinert's, Inc. of New York, a New York corporation ("Kleinert's New York together with Kleinert's, Kleinert's Alabama, Kleinert's Delaware and Kleinert's Retail, each an "Assignor" and collectively, the "Assignors"), and Russell-Newman, Inc., a Texas corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

## WITNESSETH:

WHEREAS, the Assignors and the Assignee have entered into an Asset Purchase Agreement (the "Agreement"), dated as of May 16, 2003, pursuant to which the Assignor has agreed to sell, convey, transfer, assign, grant and deliver to the Assignee all of the Assignors' right, title and interest in and to, among other things, the marks set forth on Schedule A attached hereto (collectively, the "Marks") and the associated goodwill of the business developed through their use, provided, however, that, pursuant to Section 10.1 of the Agreement, Assignors shall retain the right to use the Kleinert's names for purposes of their bankruptcy cases, the liquidation of assets not transferred under the Agreement, and/or litigation in connection with any claims or assets not transferred under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement, the parties hereto hereby agree as follows:

- 1. The Assignors hereby assigns to the Assignee all of Assignors' right, title, and interest in and to the Marks, all rights thereunder, remedies against infringements thereof, privileges associated therewith and rights to protection of interests therein under all applicable laws of all jurisdictions, all registrations and applications therefor, any renewals and extensions of the registrations and any corresponding rights that may be secured in any jurisdiction throughout the world, now or hereafter in effect.
- 2. The Assignors, on reasonable request by the Assignee and at the Assignee's expense, shall do and execute or arrange for the doing and executing of each necessary act, document and thing to fully effectuate the purposes of this Assignment.
- 3. All rights and privileges, including the right to sue for and receive all damages from future infringements of the Marks and any income, royalties or payments due or payable hereafter, will be held and enjoyed by the Assignee, its successors, executors and permitted assigns.

[Signature page follows.]

## **SCHEDULE A**

Mark	Country	Registration Number
BABYGRO	United States	1,290,120
		1,020,192
		1,253,822
	Canada	515687
KLEINERT'S	United States	623,093
	Ireland	157222
KLEINERT'S	United States	48,993
(stylized)		
MINI DIMENSIONS		(not registered)
SCREAMERS	United States	1,545,432
TEDDY BEARS plus		(not registered)
Design		

1618184 1.DOC TRADEMARK REEL: 002796 FRAME: 0840

IN WITNESS WHEREOF, the undersigned, being duly authorized, do hereby execute this Assignment.

DEBIORS:
KLEINERT'S, INC.
By: Meyory / serieth
Name: Chryself A Janothou
Title:
Date: Slye/03
KLEINERT'S, INC. OF ALABAMA
By: Melyry / Saveful
Name: 6 styling A SAMPARE
Title: Cho
Date: 5/14/03
KLEINERT'S, INC. OF DELAWARE
By/legary/ July
Name: Eley orly & Show out
Title:
Date: 1/6/07
KLEINFAT'S, INC. OF YEW YORK
By: Cleaniff author
Name: Elegaly A Suntiffer Title: Can
Date: 1/11/03
11/105
KLEINERT'S RETAIL INC.
By/ Cleyon Severy
Name: (Steyday) Significal
Title:
Date: SILV 102

ACKNOWLEDGED AND AGREED TO BY:

RUSSELL-NEWMAN, INC.

Name: Title:

DAVIO ( . MARTINO
TRES, DENT/CED

Date:

6/w/03

# **Incoming Correspondence Routing Sheet**

To: Assignment Branch

Word Mark: KLEINERT'S

Reg. No.: 0623093



Serial No: 71643167



Mail Date: 07182003



Doc. Type: Assignment D



No Fee

RAM Mail Date: 071803



Form PTO-1594 RECORDATION FORM COVER SHEET  (Rev. 10/02) U.S. DEPARTMENT OF COMMERCE  U.S. Department of Commerce  U.S. Patent and Trademark Office		
(Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) TRADEMAI	RKS ONLY	
Tab settings ⇔⇔⇔ ▼ ▼ ▼	<u> </u>	
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.	
Name of conveying party(ies):	Name and address of receiving party(ies)     Name: Russell-Newman, Inc.	
Kleinert's, Inc.	Name:Russell-Newman, Inc. Internal Address:	
Individual(s)  Association  General Partnership  Limited Partnership	Street Address: P.O. Box 2306	
Corporation-State	City: Denton State: TX Zip: 76202	
Other	Individual(s) citizenship Association	
Additional name(s) of conveying party(ies) attached? Yes No	General Partnership	
3. Nature of conveyance:	Limited Partnership	
Assignment Merger	Corporation-State Texas	
Security Agreement Change of Name	Other If assignee is not domiciled in the United States, a domestic	
OtherO5/16/03 Execution Date:O5/16/03	representative designation is attached: Yes No  (Designations must be a separate document from assignment)	
Execution Date:	Additional name(s) & address( es) attached? Yes No	
Application number(s) or registration number(s):	1000100 10000	
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1290120, 48993	
	1020192, 1253822, 623093, 1545432	
Additional number(s) att	tached Yes V No	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
Name: Silverberg Stonehill & Goldsmith, P	Г	
Internal Address: Attn: Stephanie Lipton	7. Total fee (37 CFR 3.41)\$ 240.00	
	✓ Enclosed	
	Authorized to be charged to deposit account	
Street Address: 111 West 40th Street	8. Deposit account number:	
City: New York State: NY Zip:10018		
DO NOT USE	THIS SPACE	
9. Signature.		
(m; liseday) 7.18.03		
Name of Person Signing	gnature 7 Date	
Total number of name including own	w sheet attachments and documents. 1	

## **SCHEDULE A**

Mark	Country	Registration Number
BABYGRO	United States	1,290,120
		1,020,192
		1,253,822
	Canada	515687
KLEINERT'S	United States	623,093
	Ireland	157222
KLEINERT'S	United States	48,993
(stylized)		
MINI DIMENSIONS		(not registered)
SCREAMERS	United States	1,545,432
TEDDY BEARS plus		(not registered)
Design		

1618184 1.DOC

# SILVERBERG STONEHILL & GOLDSMITH, P.C.

ATTORNEYS AT LAW
III WEST 40TH STREET
NEW YORK, NEW YORK 10018

(212) 730-1900

FACSIMILE (212) 391-4556

July 18, 2003

## BY FEDERAL EXPRESS

Commissioner of Patent & Trademarks Box Assignments 2900 Crystal Drive Arlington, VA 22202

Re: Kleinert's, Inc. - Trademark Assignment

#### Gentlemen and Ladies:

Enclosed please find a Recordation Form Cover Sheet and a Trademark Assignment Affidavit assigning Six (6) Kleinert's, Inc. trademarks to Russell-Newman, Inc., together with a check for \$240 for the filing fee. Please record the listed assignments and return proof of the assignments to our office.

Thank you.

Very truly yours,

Cory Rosenberg
Legal Assistant

**Enclosures** 

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of May 16, 2003 (this "Assignment"), is by and between Kleinert's, Inc., a Pennsylvania corporation ("Kleinert's"), Kleinert's, Inc. of Alabama, an Alabama corporation ("Kleinert's Alabama"), Kleinert's, Inc. of Delaware, a Delaware corporation ("Kleinert's Delaware"), Kleinert's Retail, Inc., an Alabama corporation ("Kleinert's Retail") and Kleinert's, Inc. of New York, a New York corporation ("Kleinert's New York together with Kleinert's, Kleinert's Alabama, Kleinert's Delaware and Kleinert's Retail, each an "Assignor" and collectively, the "Assignors"), and Russell-Newman, Inc., a Texas corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

## WITNESSETH:

WHEREAS, the Assignors and the Assignee have entered into an Asset Purchase Agreement (the "Agreement"), dated as of May 16, 2003, pursuant to which the Assignor has agreed to sell, convey, transfer, assign, grant and deliver to the Assignee all of the Assignors' right, title and interest in and to, among other things, the marks set forth on Schedule A attached hereto (collectively, the "Marks") and the associated goodwill of the business developed through their use, provided, however, that, pursuant to Section 10.1 of the Agreement, Assignors shall retain the right to use the Kleinert's names for purposes of their bankruptcy cases, the liquidation of assets not transferred under the Agreement, and/or litigation in connection with any claims or assets not transferred under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement, the parties hereto hereby agree as follows:

- 1. The Assignors hereby assigns to the Assignee all of Assignors' right, title, and interest in and to the Marks, all rights thereunder, remedies against infringements thereof, privileges associated therewith and rights to protection of interests therein under all applicable laws of all jurisdictions, all registrations and applications therefor, any renewals and extensions of the registrations and any corresponding rights that may be secured in any jurisdiction throughout the world, now or hereafter in effect.
- 2. The Assignors, on reasonable request by the Assignee and at the Assignee's expense, shall do and execute or arrange for the doing and executing of each necessary act, document and thing to fully effectuate the purposes of this Assignment.
- 3. All rights and privileges, including the right to sue for and receive all damages from future infringements of the Marks and any income, royalties or payments due or payable hereafter, will be held and enjoyed by the Assignee, its successors, executors and permitted assigns.

[Signature page follows.]

## **SCHEDULE A**

Mark	Country	Registration Number
BABYGRO	United States	1,290,120
		1,020,192
		1,253,822
	Canada	515687
KLEINERT'S	United States	623,093
	Ireland	157222
KLEINERT'S	United States	48,993
(stylized)		
MINI DIMENSIONS		(not registered)
SCREAMERS	United States	1,545,432
TEDDY BEARS plus		(not registered)
Design		

IN WITNESS WHEREOF, the undersigned, being duly authorized, do hereby execute this Assignment.

DEBTORS:
KLEINERT'S, INC.
By: Meyory Jerright
Name: Chrysly A Januty
Title:
Date: 5/1/2/03
31/20105
KLEINERT'S, INC. OF ALABAMA
By: Melegry / Saveful
Name: Cheyoly A SANOTATE
Title:
Date: 5/14/03
KLEINERT'S, INC. OF DELAWABE
- lesant du Total
By Cuy ny Con
Name: Gety great Samous
Title:
Date: \$16/07
KLEINERT'S, INC. OF YEW YORK
- Sleenest touth
Ву:
Name: Classoly of Santifica
Title: Con
Date: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
KLEINERT'S RETAIL INC.
alismon Howell
By/ 500/04/ 500/50/
Name: (aleydry of Santoll
Title:
Date: Still 162
314 105

ACKNOWLEDGED AND AGREED TO BY:

RUSSELL-NEWMAN, INC.

DAVIO Q. MARTINO
TRES, DEUT/CETO Name:

Title:

Date: 6/20/03

# SILVERBERG STONEHILL & GOLDSMITH, P.C.

ATTORNEYS AT LAW
III WEST 40TH STREET
NEW YORK, NEW YORK 10018

(212) 730-1900

FACSIMILE (212) 391-4556

July 18, 2003

## **BY FEDERAL EXPRESS**

Commissioner of Patent & Trademarks Box Assignments 2900 Crystal Drive Arlington, VA 22202

Re: Kleinert's, Inc. - Trademark Assignment

Gentlemen and Ladies:

Enclosed please find a Recordation Form Cover Sheet and a Trademark Assignment Affidavit assigning Six (6) Kleinert's, Inc. trademarks to Russell-Newman, Inc., together with a check for \$240 for the filing fee. Please record the listed assignments and return proof of the assignments to our office.

Thank you.

Very truly yours,

Cory Rosenberg Legal Assistant

**Enclosures** 

Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 10/02) U.S. Patent and Trademark Office			
(Rev. 10/02) TRADEMARKS ONLY U.S. Patent and Trademark Office			
Tab settings ⇔⇔⇔ ▼ ▼ ▼	· • • • • • • • • • • • • • • • • • • •		
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.		
Name of conveying party(ies):	Name and address of receiving party(ies)     Name: Russell-Newman, Inc.		
Kleinert's, Inc.  Individual(s)  General Partnership  Limited Partnership	Internal Address: Street Address: P.O. Box 2306		
Corporation-State  Other  Additional name(s) of conveying party(ies) attached? Yes No	City: Denton State: TX Zip 76202		
3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Name	General Partnership  Limited Partnership  Corporation-State  Texas  Other		
Other  Execution Date:05/16/03	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) 1290120, 48993 1020192, 1253822, 623093, 1545432		
Additional number(s) at	tached Yes V No		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:		
Name: Silverberg Stonehill & Goldsmith, P Internal Address: Attn: Stephanie Lipton	7. Total fee (37 CFR 3.41)\$  Enclosed  Authorized to be charged to deposit account		
Street Address: 111 West 40th Street	8. Deposit account number:		
City: New York State: NY Zip:10018			
DO NOT USE THIS SPACE			
9. Signature.  Name of Person Signing  Signature  Date			
Total number of pages including cover sheet, attachments, and document:			

(Rev. 10/02) TRADEMARKS ONLY  U.S. DEPARTMENT OF COMMERCE U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB NO. 0031-0027 (exp. 6/30/2003)	
Tab settings	V V
Name of conveying party(ies):	Name and address of receiving party(ies)     Name: Russell-Newman, Inc.
Kleinert's, Inc.	Internal
Individual(s) Association	Address: P.O. Box 2306
General Partnership Limited Partnership  Corporation-State	City: Denton State: TX Zip: 76202
Other	Individual(s) citizenship
Additional name(s) of conveying party(ies) attached?	Apprintion (many masses or )
3. Nature of conveyance:	
Assignment Merger	Limited Partnership
Security Agreement Change of Name	Other
Other Execution Date: 05/16/03	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Execution Date: 05/10/03	(Designations must be a separate document from assignment) Additional name(s) & address( es) attached? Yes No
Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1290120, 48993
	1020192, 1253822, 623093, 1545432
Additional number(s) atta	ached Yes V No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Silverberg Stonehill & Goldsmith, P	
Internal Address: Attn: Stephanie Lipton	7. Total fee (37 CFR 3.41)\$ 240.00
	<b>✓</b> Enclosed
	Authorized to be charged to deposit account
Street Address: 111 West 40th Street	8. Deposit account number:
Street Address.	·
City: New York State: NY Zip: 10018	
DO NOT USE THIS SPACE	
9. Signature.	
Avid replace	7.18.63
Name of Person Signing Signature Date	
Total number of pages including cover sheet attachments and document	

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.  1. Name of conveying party(ies):  Kleinert's, Inc.    Individual(s)	Form PTO-1594 RECORDATION FOR (Rev. 10/02) TRADEMAI	II C Detect and Tondament Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.  1. Name of conveying party(ies):  Kleinert's, Inc    Individual(s)	<u> </u>	<b>* * * *</b>
1. Name of conveying party(ies):  Kleinert's, Inc.    Individual(s)		
Individual(s)		2. Name and address of receiving party(ies)
Individual(s)   Association   Corporation-State   City: Dention   State: TX Zip: 762087   Corporation-State   City: Dention   State: TX Zip: 762087   City: Dention   City:	Kleinert's, Inc.	Internal
Individual(s) citizenship   Association   Individual partnership   Imited Partnership   Imi		Street Address: P.O. Box 2306
Additional name(s) of conveying party(les) attached? Yes No  3. Nature of conveyance:    Assignment	Corporation-State	City: Denton State: TX Zip: 76202
3. Nature of conveyance:		Association
Assignment		
City: New York   State: NY   Zip:10018   If assignee is not domiciled in the United States a gomestic representative deslignation is attached   Yes   No   No   No   No   No   No   No   N		<del>-</del>
4. Application number(s) or registration number(s):  A. Trademark Application No.(s)  A. Trademark Application No.(s)  B. Trademark Registration No.(s)  1290120, 48993  1020192, 1253822, 623093, 1545432  Additional number(s) attached Yes No  6. Total number of applications and registrations involved:  Name: Silverberg Stonehill & Goldsmith, P  Internal Address: Attn: Stephanie Lipton  7. Total fee (37 CFR 3.41)		If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
A. Trademark Application No.(s)  B. Trademark Registration No.(s)  1020192, 1253822, 623093, 1545432  Additional number(s) attached Yes No  5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Silverberg Stonehill & Goldsmith, P  Internal Address: Attn: Stephanie Lipton  Total fee (37 CFR 3.41)		(Designations must be a separate document from assignment) Additional name(s) & address( es) attached? Yes No
Additional number(s) attached Yes No  5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Silverberg Stonehill & Goldsmith, P  Internal Address: Attn: Stephanie Lipton  7. Total fee (37 CFR 3.41)	i i	
concerning document should be mailed:  Name: Silverberg Stonehill & Goldsmith, P  Internal Address: Attn: Stephanie Lipton  Total fee (37 CFR 3.41)		مي ي من ده به دو در در در در در در در دو
Internal Address: Attn: Stephanie Lipton  7. Total fee (37 CFR 3.41)	concerning document should be mailed:	
Street Address: 111 West 40th Street  City: New York State: NY Zip: 10018  DO NOT USE THIS SPACE  9. Signature.  Date  Date		7 Tetal for (27 OFF) 2 44)
Authorized to be charged to deposit account  Street Address: 111 West 40th Street  8. Deposit account number:  City: New York	Internal Address: Attn: Stephanie Lipton	
City: New York State: NY Zip:10018  DO NOT USE THIS SPACE  9. Signature.  Name of Person Signing  Signature  Date		
9. Signature.  Name of Person Signing  DO NOT USE THIS SPACE  7. 8. 6.3  Date	Street Address: 111 West 40th Street	8. Deposit account number:
9. Signature.  Name of Person Signing  Signature  Place  Date		
Name of Person Signing  Name of Person Signing  Signature  Date		THIS SPACE
Name of Person Signing Signature Date		
Total number of pages including cover sheet, attachments, and document:		gnature Date