

08-08-2003

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

REC



102519677

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

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

1. Name of conveying party(ies):

7.18.03

Kleinert's, Inc.

- 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: 05/16/03

2. Name and address of receiving party(ies)

Name: Russell-Newman, Inc.

Internal

Address:

Street Address: P.O. Box 2306

City: Denton State: TX Zip: 76202

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

OFFICE OF PUBLIC RECORDS FINANCE SECTION 2003 JUL 13 AM 9:11A

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) 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

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

Refund Ref: 08/07/2003 87011 0000129681

CHECK Refund Total: \$75.00

Street Address: 111 West 40th Street

City: New York State: NY Zip: 10018

DO NOT USE THIS SPACE

9. Signature.

Name of Person Signing

Signature

Date 7.18.03

Total number of pages including cover sheet, attachments, and document: 7

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

08/07/2003 87011 00000136 1290120

01 FC:8521 40.00 DP 02 FC:4382 125.00 DP

TRADEMARK REEL: 002796 FRAME: 0828

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") (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
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	Ireland	157222
KLEINERT'S (stylized)	United States	48,993
MINI DIMENSIONS		(not registered)
SCREAMERS	United States	1,545,432
TEDDY BEARS plus Design		(not registered)

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

DEBTORS:

KLEINERT'S, INC.

By: Gregory A. Sametzer
Name: Gregory A. Sametzer
Title: CEO
Date: 5/16/03

KLEINERT'S, INC. OF ALABAMA

By: Gregory A. Sametzer
Name: Gregory A. Sametzer
Title: CEO
Date: 5/16/03

KLEINERT'S, INC. OF DELAWARE

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Name: Gregory A. Sametzer
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By: Gregory A. Sametzer
Name: Gregory A. Sametzer
Title: CEO
Date: 5/16/03

KLEINERT'S RETAIL, INC.

By: Gregory A. Sametzer
Name: Gregory A. Sametzer
Title: CEO
Date: 5/16/03

ACKNOWLEDGED AND
AGREED TO BY:

RUSSELL-NEWMAN, INC.

By: 
Name: DAVID Q. MARTINO
Title: PRESIDENT/CEO
Date: 6/20/03

SILVERBERG STONEHILL & GOLDSMITH, P.C.

ATTORNEYS AT LAW

111 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


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Very truly yours,



Cory Rosenberg
Legal Assistant

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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.
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Date: 5/16/03

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Name: DAVID Q. MARTIN
Title: PRESIDENT/CEO
Date: 6/20/03

SILVERBERG STONEHILL & GOLDSMITH, P.C.

ATTORNEYS AT LAW
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NEW YORK, NEW YORK 10018

(212) 730-1900

FACSIMILE
(212) 391-4556

July 18, 2003

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2900 Crystal Drive
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Cory Rosenberg
Legal Assistant

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[Signature page follows.]

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		1,253,822
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Name: Gregory A. Samford

Title: CEO

Date: 5/16/03

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By: 

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Title: CEO

Date: 5/16/03

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By: 
Name: DAVID Q. MARTINO
Title: PRESIDENT/CEO
Date: 6/16/03

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



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Kleinert's, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: 05/16/03

2. Name and address of receiving party(ies)

Name: Russell-Newman, Inc.

Internal Address: _____

Street Address: P.O. Box 2306

City: Denton State: TX Zip: 76202

- Individual(s) citizenship _____
- Association _____
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- Limited Partnership _____
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- 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)
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DO NOT USE THIS SPACE

9. Signature.

Conj. Roseberry
Name of Person Signing

[Signature]
Signature

7-18-03
Date

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OFFICE OF FILING & RECORDS
2003 JUN 18 AM 9:46
FINANCE SECTION

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2003 JUL 18 AM 9:15
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6. Total number of applications and registrations involved:

6

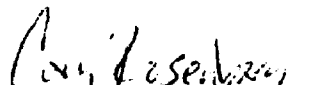
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kleinert's, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Russell-Newman, Inc.

Internal Address: _____

Street Address: P.O. Box 2306

City: Denton State: TX Zip: 76202

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Texas
- 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

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3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 05/16/03

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) 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

Street Address: 111 West 40th Street

City: New York State: NY Zip: 10018

6. Total number of applications and registrations involved: _____

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