

08-08-2003



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

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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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

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: 6

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Cory Rosenberg Name of Person Signing

Signature

7-18-03 Date

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

TRADEMARK REEL: 002797 FRAME: 0096

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
BABYGRO	United States	1,290,120 1,020,192 1,253,822
	Canada	515687
KLEINERT'S	United States	623,093
	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. Samsoff
Name: Gregory A. Samsoff
Title: CEO
Date: 5/16/03

KLEINERT'S, INC. OF ALABAMA

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

KLEINERT'S, INC. OF DELAWARE

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

KLEINERT'S, INC. OF NEW YORK


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

KLEINERT'S RETAIL, INC.

By: Gregory A. Samsoff
Name: Gregory A. Samsoff
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

Signature Page to Trademark Assignment

TRADEMARK
REEL: 002797 FRAME: 0100

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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.]