

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RFP Inc.		10/29/1999	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	RFP LLC
Street Address:	3 East 54th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022-3134
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2212736	BRIDAL GUIDE

CORRESPONDENCE DATA	
Fax Number:	(212)768-6800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-398-8709
Email:	hweller@sonnenschein.com
Correspondent Name:	Howard H. Weller, Esq. c/o Sonnenschein
Address Line 1:	Wacker Drive Station - Sears Tower
Address Line 2:	P. O. Box 061080
Address Line 4:	Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	24408702-0001-R7M-3/31/04
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NAME OF SUBMITTER:	Roselia F. Maitland
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Total Attachments: 2 source=Trademark Assignment RFP#page1.tif source=Trademark Assignment RFP#page2.tif

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") made this 29th day of October, 1999 by RFP Inc., a Delaware corporation, ("Assignor"), and RFP LLC, a Delaware limited liability company ("Assignee"):

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Sale Agreement dated as of October 29, 1999 ("Agreement"), which Agreement provides, inter alia, for the sale by Assignor to Assignee and the purchase by Assignee from Assignor of all of Assignor's right, title and interest in, to and under the trademarks, service mark and trade name "Bridal Guide" and all variations and derivations thereof, and all applications and registrations incorporating "Bridal Guide" in any form (the "Mark").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Agreement. The Agreement and the terms and provisions thereof is hereby incorporated herein in its entirety by this reference thereto.
2. Assignment of Mark. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee the entire right, title and interest in and to the Mark and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world and (e) the goodwill of Assignor's business connected with and symbolized by the Mark.
3. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.
4. Cumulative Remedies: Effect on Agreement. All of Assignee's rights and remedies with respect to the Mark, whether established hereby or by the Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Agreement but rather is intended to facilitate the assignment of the Mark to the Assignee.
5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York and the United States of America.
9. Counterparts. This Assignment may be executed in counterparts.

