

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
LOGOTEC, INC.		01/29/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	LOGOTEC USA, LLC
Street Address:	571 Ramona Avenue
City:	Sierra Madre
State/Country:	CALIFORNIA
Postal Code:	91024
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2690983	IMAGE BONDING
Serial Number:	78151130	ICE
Serial Number:	78151131	BLU
Serial Number:	78341805	BLU
Serial Number:	78170464	COOLFLEX

CORRESPONDENCE DATA	
Fax Number:	(949)625-8955
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(949) 724-1849
Email:	msd@cohen-sak.com
Correspondent Name:	Cohen Sakaguchi & English LLP
Address Line 1:	2040 Main Street
Address Line 2:	9th Floor
Address Line 4:	Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	LOG-01 (GENERAL)
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NAME OF SUBMITTER:	Michael S. Davidson
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TRADEMARK

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CH \$140.00 2690983

Total Attachments: 3

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**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING
CERTAIN TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into effective as of the 29th day of January, 2004, by and between Logotec, Inc., a California corporation ("Assignor") and Logotec USA, LLC, a California limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to Section 2.01 of the Asset Purchase Agreement dated effective January 29, 2004, by and between the parties to this Agreement, Assignor is to assign to Assignee Assignor's rights, title and interests in certain Intellectual Property Rights including the trademarks and trademark applications listed on Schedule A attached hereto ("Trademarks"), and Assignee is to assume Assignor's obligations thereunder;

NOW, THEREFORE, for good and valuable consideration described in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, bargain, sell, convey, and transfer to Assignee all of Assignor's worldwide rights, titles, and interests in, and Assignee does hereby assume responsibility for, and agree to perform, pay and discharge, as and when due, all related liabilities and obligations arising as of or after the Closing Date, in each case with respect to the Trademarks listed on Schedule A attached hereto, and their respective Trademark applications and registrations, together with that portion of the goodwill of the business with which the Trademarks presently are used by Assignor and which is symbolized by the Trademarks, including any causes of action relating for violations of such Trademarks, and licenses with respect to the Trademarks listed on Schedule A.


Assignor and Assignee shall from time to time, upon the written reasonable request of the other party, promptly execute and deliver any and all such further instruments and documents as the requesting party may reasonably deem desirable in order to realize the full benefit of this Agreement and of the rights and powers set forth herein.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to procedural rules or legal principles respecting conflicts of laws.

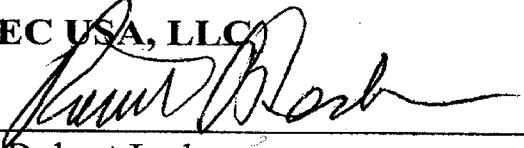
Capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. Nothing herein shall be construed to alter any provision of the Purchase Agreement. In the case of any conflict between the Purchase Agreement and this Agreement, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their authorized representatives as of the date first above written.

LOGOTEC, INC.

By: 
Name: Timothy Tyler
Title: President

LOGOTEC USA, LLC

By: 
Name: Robert Lederer
Title: Sole Member

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SCHEDULE A

SCHEDULE A

Serial No./Filing Date	P/T No. Issue/ Reg. Date	Description	Country	Status
88/093,902 08/16/2001	2,690,983 02/25/2003	Image Bonding	USA	Registered. Affidavits of continued use and incontestability due between 02/25/2008 - 02/25/2009.
88/151,130 08/05/2002		ICE	USA	[REDACTED]
88/151,131 08/06/2002		BLU (Class 021) "lunch boxes, etc."	USA	06/17/2004 Statement of Use due
88/341,805 02/16/2003		BLU (Class 018) "lunch boxes, etc."	USA	Awaiting 1 st Office Action - Foreign Filing Deadline June 16, 2004.
78/170,464 10/02/2002		COOLFLEX	USA	Mark was published for opposition December 30, 2003.

RECORDED: 04/17/2004

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