

10-02-2003

FRONT SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings

To the Honorable Commission

102565214

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

CUTE STATIONERY TRADING INC. 30 Executive Avenue Edison, NJ 08817

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State New York, Other

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

2. Name and address of receiving party(ies)

Name: Rosenthal & Rosenthal Inc.

Internal Address:

Street Address: 1370 Broadway

City: New York State: NY ZIP: 10018

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, 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

3. Nature of conveyance:

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

Execution Date: Sept 29, 03

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached 1-A attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: OMAR BARBERO

Internal Address: ROSENTHAL & ROSENTHAL, INC.

10/03/2003 6TON11 00000006 2692647

01 FC:6521 40.00 DP 02 FC:6522 25.00 DP

Street Address: 1370 Broadway

City: New York State: NY ZIP: 10018

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

OMAR BARBERO ROSENTHAL & ROSENTHAL, INC. 1370 BROADWAY NEW YORK, NY 10018

Signature

September 30, 2003

Date

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

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

162781

TRADEMARK REEL: 002836 FRAME: 0775

SCHEDULE 1-A

TRADEMARKS

<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>	<u>GOODS</u>
2692647	March 4, 2003	CUTE STATIONERY	IC 016. US 002 005 022 023 029 037 038 050. G & S: binders, canvas binders, polyurethane binders, folders, accordion folders, mixed colored folders, hobby craft kit comprising painting sets, hobby craft kits, namely, arts and craft paint kits; address books, leather address books, magnetic telephone books, pencil lead refills, notebooks, spiral notebooks, wireless notebooks, composition books, merchandise bags, paper gift bags, paper party favor bags, paper shopping bags, plastic shopping bags, index card boxes, pencil storage boxes, erasers, markers, pens, water based pens, mechanical pencils, pencil sharpeners, hole punchers, paper clips, glue sticks and glitter glue for stationery and household use, graph paper, filler paper, photo albums, paper table cloths, rent and money receipt books, tissue paper gift wrap, gift wrapping paper, confetti, paper streamers, birthday paper banners, party flag paper banners, party paper flags, balloon art pictures, paper party laser hats, paper party clown hats, clear adhesive tapes for stationery or household purposes, brown adhesive tape for stationery or household purposes, double sided adhesive tape for stationery or household purposes, reinforced stationery writing tabs, envelopes, security envelopes, push pins, globes, correction fluid for type, clipboards, weekly planners, protective covers for sheets, graph paper pads, staplers, staples, reinforced stationery tabs, book covers, water color art pads, drawing rulers, drafting rulers, ungraduated rulers and paper trays. FIRST USE: 19991200. FIRST USE IN COMMERCE: 19991200
2690435	February 25, 2003	Design Only which consists of a stylized letter "C"	IC 016. US 002 005 022 023 029 037 038 050. G & S: binders, canvas binders, polyurethane binders, folders, accordion folders, mixed colored folders, hobby craft kit comprising painting sets, hobby craft kits, namely, arts and craft paint kits; address books, leather address books, magnetic telephone books, pencil lead refills, notebooks, spiral notebooks, wireless notebooks, composition books, merchandise bags, paper gift bags, paper party favor bags, paper shopping bags, plastic shopping bags, index card boxes, pencil storage boxes, erasers, markers, pens, water based pens, mechanical pencils, pencil sharpeners, hole punchers, paper clips, glue sticks and glitter glue for stationery and household use, graph paper, filler paper, photo albums, paper table cloths, rent and money receipt books, tissue paper gift wrap, gift wrapping paper, confetti, paper streamers, birthday paper banners, party flag paper banners, party paper flags, balloon art pictures, paper party laser hats, paper party clown hats, clear adhesive tapes for stationery or household purposes, brown adhesive tape for stationery or household purposes, double sided adhesive tape for stationery or household purposes, reinforced stationery writing tabs, envelopes, security envelopes, push pins, globes, correction fluid for type, clipboards, weekly planners, protective covers for sheets, graph paper pads, staplers, staples, reinforced stationery tabs, book covers, water color art pads, drawing rulers, drafting rulers, ungraduated rulers and paper trays. FIRST USE: 20020115. FIRST USE IN COMMERCE: 20020115

## SECURITY INTEREST

WHEREAS, Cute Stationery Trading Inc., a corporation formed under the laws of New York , located at 30 Executive Avenue, Edison, New Jersey 08817 (the "Company"), has adopted, used and is using the marks annexed hereto as Schedules A (the "Collateral"), and

WHEREAS, The Company is obligated to Rosenthal & Rosenthal, Inc. (the "Lender") located at 1370 Broadway, New York, New York 10018, pursuant to (i) a Financing Agreement dated as of September 29, 2003; and (ii) a certain Security Agreement in U.S. Trademarks, Patents and Copyrights dated the date hereof made by the Company in favor of the Lender ("US. Trademark and Patents Security Agreement"); and

WHEREAS, pursuant to the U.S. Trademark and Patent Security Agreement, the Company is granting to the Lender a security interest in the Collateral, together with the good will of the business symbolized by the Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby grant to the Lender a security interest in and to the Collateral, together with the good will of the business symbolized by the Collateral, which security interest shall secure all the Obligations as defined in the U.S. Trademark and Patent Security Agreement and in accordance with the terms and provisions thereof.

