

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
Foto Fantasy, Inc.		01/16/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	CTM Group, Inc.
Street Address:	103 Stiles Road
Internal Address:	Suite 201
City:	Salem
State/Country:	NEW HAMPSHIRE
Postal Code:	03079
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2201210	THE PENNY MEN

CORRESPONDENCE DATA	
Fax Number:	(207)773-4585
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	207-773-3132
Email:	trademarks@bohanmathers.com
Correspondent Name:	Patricia M. Mathers
Address Line 1:	P.O. Box 17707
Address Line 4:	Portland, MAINE 04112-8707

ATTORNEY DOCKET NUMBER:	04-038
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NAME OF SUBMITTER:	Patricia M. Mathers
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Total Attachments: 3
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OP \$40.00 2201210

ASSIGNMENT OF TRADEMARKS

This Assignment is made by Foto Fantasy, Inc., a Delaware corporation, having a place of business at 8-10 Commercial Street, Hudson, New Hampshire 03051 ("Assignor"), to CTM Group, Inc., a Delaware corporation, having a place of business at 63 Range Road, Windham, New Hampshire 03087 ("Assignee").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer, convey and deliver unto said Assignee Assignor's entire right, title and interest in and to the registered and common law TRADEMARKS listed in the attached Exhibit A (the "MARKS") in the United States and all foreign registrations and applications for registration thereof, along with all common law rights and the goodwill symbolized by the MARKS, for Assignee's own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, together with all claims for damages by reasons of past infringement of said MARKS, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

ASSIGNOR HEREBY AGREES to take all actions, and to execute and deliver all additional instruments and documents, as Assignee may reasonably request for the purpose of carrying out this Assignment and the transactions contemplated herein, including but not limited to all instruments and documents necessary to transfer the MARKS in the United States and any foreign countries.

ASSIGNOR HEREBY COVENANTS that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith which have not been previously identified to Assignee.

IN WITNESS WHEREOF, said Assignor has caused this Trademark Assignment to be executed this 16^(th) day of January, 2002.

FOTO FANTASY, INC.

Timothy J. Mellen
Timothy J. Mellen, Chief Operating Officer

STATE OF New Hampshire
COUNTY OF Hillsborough ss.

BEFORE ME personally appeared the said COO, [title of person signing] of Foto Fantasy, Inc. and acknowledged the foregoing to be the act and deed of said entity, this 16 day of January, 2002.

[Signature]
Notary Public in and for
the State of N.H.

My commission expires:
9-15-03

EXHIBIT A

"THE PENNY MEN", U.S. Registration No. 2,201,210, registered November 3, 1998

PENNY MEN

SOUTH MOUNTAIN

PRIMAGES

GROTON GROUP

UMCOMMON CENTS

PENNIES OF THE WORLD

PENNY PINCHERS

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