

10-15-2003

KL Ref. No.: 057940/00002

FORM PTO-1594 R

(Rev. 6-93)

10/10/03



SET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102574707

To the Honorable Commissioner c

unrecorded original documents or copy thereof.

1. Name of conveying party(ies)
NewYorkBaby, Inc., d/b/a UrbanBaby.Com

Individual(s)
 General Partnership
 Corporation of Delaware
 Association
 Limited Partnership
 Other

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

2. Name and address of receiving party(ies)
 Name: **John Maloney and Susan Maloney**

Internal Address:

Street Address: **30 Main Street, 2nd Floor**
 City: **Brooklyn**
 Country: **New York** Zip **11201**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-
 Other

2003 OCT 10 AM 11:51
OPR/FINANCE

3. Nature of conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Date: **June 1, 2001**

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

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

A. Trademark Application No.(s) **75/786576** B. Trademark Registration No.(s) **2,452,564**
2,450,598

Additional numbers attached? Yes No

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

Name: **Erica D. Klein, Esq.**
 Internal Address: **Kramer Levin Naftalis & Frankel LLP**
 Street Address: **919 Third Avenue**
 City: **New York** State: **New York** Zip: **10022**

6. Total number of applications and registrations involved..... **3**

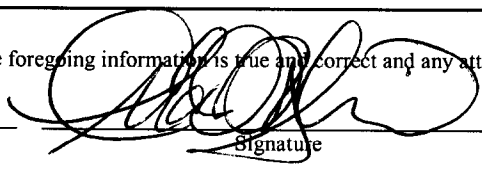
7. Total fee (37 CFR 3.41) **\$90.00**

Enclosed
 Authorized to be charged to deposit account # **50-0540**

8. Deposit account number: **50-0540**
 (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.

Erica D. Klein, Esq.  **October 8, 2003**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

10/14/2003 DBYRNE 00000140 75786576
01 FC:8521 40.00 DP
02 FC:8522 50.00 DP

Do not detach this portion

Main documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Mail Stop Assignment Recordation Services
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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CONVEYANCE AND ASSIGNMENT AGREEMENT

THIS CONVEYANCE AND ASSIGNMENT AGREEMENT (this "Conveyance and Assignment Agreement") is effective as of June 1, 2001 between NewYorkBaby, Inc., d/b/a UrbanBaby.com, a Delaware corporation (the "Company"), John Maloney ("JM") and Susan Maloney ("SM" and, together with JM, the "Maloneys").

WITNESSETH:

WHEREAS, the Maloneys and BabyPressConference.com, Inc. ("BP") have entered into an General Release Agreement dated as of the date hereof (the "General Release"); and

WHEREAS, in order to induce the Maloneys to enter into the General Release, the Company and the Maloneys are executing and delivering this Conveyance and Assignment Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the General Release, \$10 in hand paid to the Company and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Maloneys hereby agree as follows:

Section 1. Conveyance. The Company hereby sells, assigns, transfers, conveys and delivers to the Maloneys all of the Company's right, title and interest in and to the tangible personal property listed on Schedule I hereto.

Section 2. Assignment. The Company hereby sells, assigns, transfers, conveys and delivers to the Maloneys all of the Company's right, title and interest in and to the trade name "UrbanBaby" and the UrbanBaby.com web site.

Section 3. Limited Warranties. The Company warrants that the property and rights conveyed or assigned hereunder are free and clear of liens and encumbrances. The Company shall indemnify the Maloneys against any breach of such warranty. Except as expressly set forth in this Section 3, all property and rights conveyed or assigned hereunder are conveyed or assigned absolutely "as is" and "where is" with no representation or warranty whatsoever as to any matter.

Section 4. Further Assurances. The Company and the Maloneys agree to take all such further actions and ^{(promptly) to} execute, acknowledge and deliver all such further documents that are reasonably required to carry out the purposes of this Conveyance and Assignment Agreement. Without limitation of the foregoing, the Company and the Maloneys agree to execute, acknowledge and deliver to the other party hereto all such other additional instruments, notices and things as may be reasonably necessary to more fully and effectively grant, convey and assign to the Maloneys the assets contemplated and intended to be conveyed by this Conveyance and Assignment Agreement.

Section 5. Other Agreements Not Affected. Nothing herein shall in any way limit or otherwise vary the respective promises, agreements, representations, warranties and covenants of BP and the Maloneys as and to the extent set forth in the General Release.

Section 6. Governing Law. This Conveyance and Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York ^{§ 8-3} excluding any conflicts-of-law rules or principles and jurisdiction shall be in New York County

Section 7. Successors and Assigns. This Conveyance and Assignment Agreement shall be binding upon the Company and the Maloneys and their successors and assigns and inure to the benefit of the Company and the Maloneys and their successors and assigns, but nothing in this Conveyance and Assignment Agreement is intended to confer upon any person other than the Company and the Maloneys any rights or remedies.

Section 8. Descriptive Headings. The descriptive headings of the several sections and clauses of this Conveyance and Assignment Agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 9. Counterparts. This Conveyance and Assignment Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original, and the Company and the Maloneys may become parties hereto by executing a counterpart hereof. This Conveyance and Assignment Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Conveyance and Assignment Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile copy of the signature page hereof transmitted by a party hereto shall be effective to constitute the execution and delivery thereof by such party.

[NO FURTHER TEXT APPEARS ON THIS PAGE]

IN WITNESS WHEREOF, the parties have executed this Conveyance and Assignment Agreement effective as of the date first above written.

NEWYORKBABY, INC.

By: Richard G. Harte

Name:

Title:

Susan Maloney
SUSAN MALONEY

John Maloney
JOHN MALONEY

SCHEDULE 1

- i) All Urban Baby assets as mutually agreed by the parties;
- ii) All Urban Baby registered web-sites;
- iii) All Urban Baby registered trademarks, and any pending trademark applications;
- iv) All Urban Baby domain names;
- v) All Urban Baby books, illustrations and any related items;
- vi) All Urban Baby marketing materials;
- vii) All Urban Baby merchandise;
- viii) All Urban Baby stationary (birth announcements etc.)
- ix) Urban Baby server and any related software and licenses;
- x) Urban Baby printer,
- xi) Susan Maloney's "iMac" computer,
- xii) Louisa's "G-3" computer,
- xiii) Adam's "Dell" computer,

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