

11/24/03

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11-25-2003



Docket No.:

71019

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To the Director of the United States Patent and T.

102715437

original documents or copy thereof.

1. Name of conveying party(ies):

**Ravenscliffe Holdings Ltd.**

- Individual(s)
- General Partnership
- Corporation-State **British Virgin Islands**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: **10/31/03**

2. Name and address of receiving party(ies):

Name: **Hudson Enterprises, Ltd.**

Internal Address: **P.O. Box 679**

Street Address: **Main Street, Charlestown, Nevis**

City: **British Virgin Islands** State: ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **St. Kitts-Nevis Anguilla**
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,710,274

Additional numbers

Yes  No

2003 NOV 24 PM 2:40  
OPR/FINANCE

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

Name: **Mark R. Galis**

Internal Address: **Greenberg Traurig, P.C.**

**Suite 2500**

Street Address: **77 W. Wacker Drive**

11/25/2003 6TON11 00000037 2710274

FC:8521

40.00 OP

City: **Chicago** State: **IL** ZIP: **60601**

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**50-2428**

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.

**Mark R. Galis**

Name of Person Signing

Signature

**November 17, 2003**

Date

Total number of pages including cover sheet, attachments, and

5

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 002871 FRAME: 0703**

## **TRADEMARK ASSIGNMENT**

WHEREAS, pursuant to that certain Agreement dated as of August 7, 2003, and effective as of July 31, 2003, by and among Made E-Z Products, Inc. ("MEZ"), Assignee (as defined herein), Arnold Goldstein ("Goldstein"), Barry Chesler ("Chesler"), C.G.T. Holding, Inc. ("CGT" and together with MEZ, Assignee, Goldstein and Chesler, the "Sellers"), Justinian, LLC ("Justinian") and Made E-Z Products, LLC ("MEZLLC" and together with Justinian, the "Purchasers"), the Sellers agreed to assign any and all additional intellectual property of the Sellers or their affiliates necessary for Purchasers to operate the Business (as defined in that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 7, 2003 and effective as of July 31, 2003, by and among MEZ, E-Z Contract Packaging, Inc., Goldstein, Chesler and MEZLLC) consistent with past practice, as either MEZLLC or Justinian may from time to time specify.

In connection therewith, the Sellers have caused Ravenscliffe Holdings Ltd., a British Virgin Islands corporation with a business address at 384 S. Military Trail, Deerfield Beach, Florida 33442 and an affiliate of the Sellers ("Assignor"), to assign to Hudson Enterprises, Ltd., a St. Kitts-Nevis Anguilla corporation, and now a wholly-owned subsidiary of Justinian, with a business address at P.O. Box 679, Main Street, Charlestown, Nevis, British Virgin Islands ("Assignee"), its successors, assigns, nominees, or other legal representatives, the entire right, title, interest, and goodwill in and to the trademarks identified on **Exhibit A** attached hereto (collectively, the "Trademarks"), all of which (i) are necessary for Purchasers to operate the Business consistent with past practice and (ii) were purchased by MEZLLC pursuant to the Purchase Agreement but not assigned to MEZLLC as of the Closing Date (as defined in the Purchase Agreement).

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment ("Trademark Assignment").

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee at the direction of MEZLLC, Assignor's entire worldwide right, title and interest in and to, as well as the goodwill of the business symbolized by, the Trademarks.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

*[signature page follows]*

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 31<sup>st</sup> day of October, 2003.

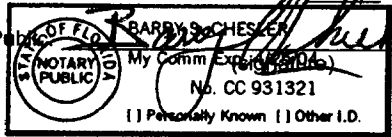
RAVENSCLIFFE HOLDINGS LTD. (Assignor)

By: Arnold S. Geller  
Title: Pres

NOTARIAL CERTIFICATE

State of: Florida )  
County of: Broward ) SS.

Subscribed and sworn to before me this 27<sup>th</sup> day of October, 2003.

Notary Public: Barry S. Chesler My commission expires: 7/25/04  


HUDSON ENTERPRISES, LTD. (Assignee)

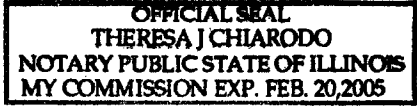
By: William A. Fedler  
Title: President

NOTARIAL CERTIFICATE

State of: Illinois )  
County of: Cook ) SS.

Subscribed and sworn to before me this 31<sup>st</sup> day of October, 2003.

Notary Public: Theresa J. Chiarodo My commission expires: 2/20/05  
(signature)



MADE E-Z PRODUCTS, LLC

By: Minotaur Capital Management, Inc.  
Its: Manager

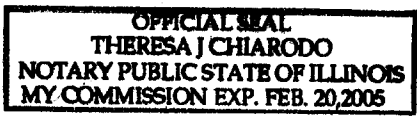
By: William A. Fedler  
Title: President

NOTARIAL CERTIFICATE

State of: Illinois )  
County of: Cook ) SS.

Subscribed and sworn to before me this 31<sup>st</sup> day of October, 2003.

Notary Public: Theresa J. Chiarodo My commission expires: 2/20/05  
(signature)



**EXHIBIT A**

MARK	APPLICATION NO./ FILING DATE	REGISTRATION NO./REG. DATE	COUNTRY	STATUS
E-Z CONSTRUCTION ESTIMATOR	75/413464 12/31/97	2,710,274 2/4/03	U.S.	REGISTERED
MADE E-Z	2202295 7/7/99	2202295 4/7/00	United Kingdom	REGISTERED