

12-23-2003



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 12.17.03
Foster & Gallagher, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State -- Illinois
 Other _____

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

2. Name and address of receiving party(ies):
Name: Jackson Acquisition Company, LLC
Internal
Address: _____
Street Address: 451 Jackson Street
City: San Francisco State: CA Zip: 94111

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a Delaware limited liability company

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: October 30, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2619278

OPR/FINANCE
DEC 17 AM 7:46
RECEIVED

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert E. Burwell, Esq.
Internal Address: Latham & Watkins LLP

Street Address: 701 B Street, Suite 2100

City: San Diego State: CA Zip: 92101

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
500524 (For additional fees, if any)

(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.

Gregory B. Phillips
Senior IP Paralegal
Name of Person Signing


Signature

December 17, 2003
Date

Total number of pages including cover sheet, attachments, and document: 9

12/22/2003 LNUELLER 00000155 2619278

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

01 FC:8521

40.00 OP

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**ASSIGNMENT
(Intellectual Property)**

ASSIGNORS: Foster & Gallagher, Inc.
1950 Waldorf N.W.
Grand Rapids, MI 49550

Drake Acquisition Company
1950 Waldorf N.W.
Grand Rapids, MI 49550

Home Marketplace, Inc.
1950 Waldorf N.W.
Grand Rapids, MI 49550

ASSIGNEE: Jackson Acquisition Company, LLC
451 Jackson St.
San Francisco, CA 94111

ASSIGNED SUBJECT MATTER

ASSIGNED SUBJECT MATTER shall mean all intellectual property in which the ASSIGNORS have any right, title or interest and which is used or useful in connection with the Business (as defined in the Asset Purchase Agreement, dated as of September 7, 2001 (the "Purchase Agreement"), by and among the Assignors and Brecon Capital Company, LLC (whose rights and obligations under such agreement have been assigned to and assumed by Assignee), including, but not limited to, all "Patents" (as hereinafter defined) used or useful in connection with the Business, all "Marks" (as hereinafter defined) used or useful in connection with the Business, all "Copyrights" (as hereinafter defined) used or useful in connection with the Business, all "Trade Secrets and Confidential Information" (as hereinafter defined) used or useful in connection with the Business, all "Domain Names" (as hereinafter defined) used or useful in connection with the Business and all "Related Rights" (as hereinafter defined) used or useful in connection with the Business.

1. "Patents" is defined to include all concepts, ideas, designs, inventions (whether patentable or not), discoveries, techniques, all U.S. and foreign patent applications, all U.S. and foreign patents, all U.S. and foreign patent reexaminations and reissues and all patent licenses, including, but not limited to, the items set forth in Schedule A.

2. "Marks" is defined to include all words, names, logos, symbols, designs, trade names, brand names, source indicating indicia, trade dress, trademarks, service marks and marks, whether registered or unregistered, all U.S. and foreign applications for registration of the foregoing, and all U.S. and foreign registrations for the foregoing, including, but not limited to, the items set forth in Schedule A.

3. "Copyrights" is defined to include all copyrights, U.S. and foreign, whether registered or not, and all works of any kind which fall within the subject matter of copyright, including, but not limited to, the items set forth in Schedule A and (i) the copyrights in the ASSIGNORS' business documents and files, customer documents and files, Internet web site content and operating systems, software, databases, product designs and packaging, advertising, promotional material and products (whether developed or in development) and (ii) the copyrights in the materials created by the ASSIGNORS' employees and independent contractors.

4. "Trade Secrets and Confidential Information" is defined to include, but is not limited to, business information, confidential information, financial information, business trade secrets, marketing information, financial and technical trade secrets, techniques, processes, know-how, and other information which are material to the ongoing business of each of the ASSIGNORS, including, but not limited to, the items set forth in Schedule A.

5. "Domain Names" is defined as all registrations of Internet domain names with any domain name registrar, including, but not limited to, the items in Schedule A.

6. "Related Rights" is defined to include:

A. All goodwill of the business symbolized by the Marks and Domain Names:

B. All rights and causes of action to enforce the rights associated with each item of ASSIGNED SUBJECT MATTER in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violations of rights to any item of ASSIGNED SUBJECT MATTER in all relevant jurisdictions.

NOW THEREFORE, as part of the transfer of all business assets to which the ASSIGNED SUBJECT MATTER is related and for good and valuable consideration, the receipt of which from ASSIGNEE is hereby acknowledged, each of the ASSIGNORS does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest of such ASSIGNOR in and to each and every item of said ASSIGNED SUBJECT MATTER.

Each of the ASSIGNORS 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 agreement in conflict herewith.

Each of the ASSIGNORS hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue the ASSIGNED SUBJECT MATTER to the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

Each of the ASSIGNORS further agrees that it will communicate to ASSIGNEE any facts known to it respecting the ASSIGNED SUBJECT MATTER, and provide any other


reasonable assistance to ASSIGNEE to perfect title to, and obtain and enforce in all countries, the properties and rights which comprise the ASSIGNED SUBJECT MATTER.

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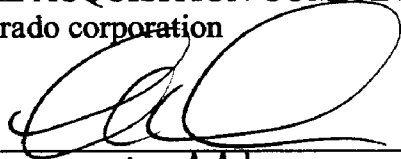
IN WITNESS WHEREOF, each of the ASSIGNORS has made this assignment effective as of October 30, 2001.

“ASSIGNORS”

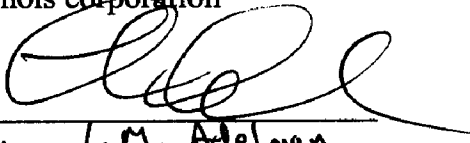
FOSTER & GALLAGHER, INC.,
an Illinois corporation

By: 
Name: L.M. Adelman
Title: President

DRAKE ACQUISITION COMPANY,
a Colorado corporation

By: 
Name: L.M. Adelman
Title: President

HOME MARKETPLACE, INC.,
an Illinois corporation

By: 
Name: L.M. Adelman
Title: President

Accepted as of October 30, 2001.

“ASSIGNEE”

JACKSON ACQUISITION COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the ASSIGNORS has made this assignment effective as of October 30, 2001.

“ASSIGNORS”

FOSTER & GALLAGHER, INC.,
an Illinois corporation

By: _____
Name: _____
Title: _____

DRAKE ACQUISITION COMPANY,
a Colorado corporation

By: _____
Name: _____
Title: _____

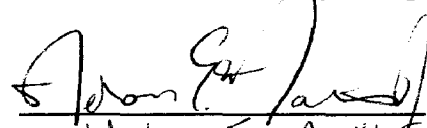
HOME MARKETPLACE, INC.,
an Illinois corporation

By: _____
Name: _____
Title: _____

Accepted as of October 30, 2001.

“ASSIGNEE”

JACKSON ACQUISITION COMPANY, LLC,
a Delaware limited liability company

By: 
Name: Nelson E. Matthews, Jr.
Title: Chairman

SCHEDULE A

Patents

There are no issued or pending U.S. or foreign patents or patent applications; and no other items are being listed herein.

Marks

1. Trademark Registrations

- a. **Walter Drake**
Registration Number: 909,593
Registered: 03/09/71
Renewal Date: 03/09/01
Registered Owner: Drake Acquisition Company

- b. **Walter Drake**
Registration Number: 895,688
Registered: 07/28/70
Renewal Date: 07/28/00
Registered Owner: Drake Acquisition Company

- c. **Walter Drake**
Registration Number: 1,376,289
Registered: December 17, 1985
Renewal Date: December 17, 2005
Registered Owner: Drake Acquisition Company

2. Pending Trademark Registrations

- a. **Homewares By Walter Drake**
Serial Number: 75/849,932
Notice of Allowance Date: 04/24/01
Owner: Foster & Gallagher, Inc.

Copyrights

Title	Effective Date of Registration	Registration Number
Shopping with Walter Drake...Christmas (70-2)	3-20-01	TX 5-355-026
Shopping with Walter Drake...Holiday Preview (70)	3-20-01	TX 5-355-027
Christmas Cards from Walter Drake (2000)	3-19-01	TX 5-363-267
Shopping with Walter Drake...Late Autumn 2000 (60-2)	3-20-01	TX 5-355-028
Shopping with Walter Drake...Autumn 2000 (60)	3-19-01	TX 5-363-266
Shopping with Walter Drake...Mid-Summer 2000 (50)	3-19-01	TX 5-363-268
Shopping with Walter Drake...Summer 2000 (40)	3-19-01	TX 5-363-265
Shopping with Walter Drake...Mid-Spring (30) (96-page catalog)	6-22-00	TX 5-278-985
Shopping with Walter Drake...Spring (20)	6-22-00	TX 5-278-984
Walter Drake... Winter 2000 (10)	6-22-00	TX 5-278-988
Shopping with Walter Drake... Winter (10)	6-22-00	TX 5-278-986
Homewares...Spring 2000 (10-2)	6-22-00	TX 5-278-989
Walter Drake presents...Directions	6-22-00	TX 5-278-990
Shopping with Walter Drake...Christmas (79-3)	6-22-00	TX 5-278-991
Shopping with Walter Drake...Christmas (79-2)	6-22-00	TX 5-278-992
Shopping with Walter Drake...Christmas (79)	6-22-00	TX 5-278-983
Walter Drake presents...Directions	6-22-00	TX 5-278-987
Walter Drake Christmas Cards	1-13-00	TX 5-124-564
Shopping with Walter Drake...Mid-Autumn (69-2)	1-13-00	TX 5-124-565
Shopping with Walter Drake...Autumn, 1999 (69)	1-13-00	TX 5-129-390
Shopping with Walter Drake...Mid-Summer (59-2)	1-13-00	TX 5-119-752
Shopping with Walter Drake...Mid-Summer, 1999 (59)	1-13-00	TX 5-119-750
Shopping with Walter Drake...Summer, 1999	5-18-99	TX 4-901-438
Shopping with Walter Drake...Spring, 1999 (39)	5-18-99	TX 4-908-773
Shopping with Walter Drake...Spring, 1999 (29)	5-18-99	TX 4-908-774
Shopping with Walter Drake...Winter, 1999 (19-2)	5-18-99	TX 4-908-790
Shopping with Walter Drake...Winter, 1999 (Full-size edition)	5-18-99	TX 4-910-055
Shopping with Walter Drake...Winter 1999 (19)	5-18-99	TX 4-908-791
Walter Drake presents...Directions, The Path to Better Health (99-BCV)Walter Drake presents...Directions, The Path to Better Health (99-ACV)	5-18-99	TX 4-908-801
Walter Drake presents...Directions, The Path to Better Health (99-ACV)	5-18-99	TX 4-908-775
Footprints in the Snow	8-28-98	TX 4-844-053
Walter Drake Christmas Cards 1998	8-28-98	TX 4-871-803
Shopping with Walter Drake...Christmas 1998 (78-3)	1-27-99	TX 4-930-660
Shopping with Walter Drake...Christmas 1998 (78-2)	1-27-99	TX 4-930-425
Shopping with Walter Drake...Christmas 1998 (78)	1-27-99	TX 4-930-358
Shopping with Walter Drake...Autumn 1998 (68-2)	1-27-99	TX 4-930-659
Shopping with Walter Drake...Autumn 1998	8-28-98	TX 4-844-054

Shopping with Walter Drake...Mid-Summer 1998	8-28-98	TX 4-844-050
Shopping with Walter Drake...Summer 1998	8-28-98	TX 4-844-051
Shopping with Walter Drake...Mid-Spring 1998	8-28-98	TX-4-844-052
Shopping with Walter Drake...Winter 1998	3-16-98	TX 4-750-664
Walter Drake Christmas Cards 1997	3-16-98	TX 4-746-334
Walter Drake Kid's Korner 1997	3-16-98	TX 4-746-333
Shopping with Walter Drake...Christmas 1997	9-16-97	TX 4-635-930
Shopping with Walter Drake...Autumn 1997	9-16-97	TX 4-635-928
Shopping with Walter Drake...Mid-Summer 1997	9-16-97	TX 4-634-047
Shopping with Walter Drake...Summer 1997	5-16-97	TX 4-481-921
Shopping with Walter Drake...Spring 1997	2-20-97	TX 4-491-812
Shopping with Walter Drake...Winter 1997	12-30-96	TX 4-437-495

Trade Secrets and Confidential Information

The Assignors are the owners of certain Trade Secrets and Confidential Information used by them in connection with the Business.

Domain Names

<u>Name</u>	<u>Expiration Date</u>
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Wdrake.com *

Thehomemarketplace.com *

Thehomemarketplace.net

Walterdrake.net

Walterdrakecompany.com

Walterdrakeinc.com

Walterdrakeandsons.com

Walter-drake.com

Walterdrakecatalog.com

Walterdrakeco.com

Wdcatalog.com

* Website in existence under this domain name.