

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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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
Lifestyle International, Inc.		04/30/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	24/7 International, LLC
Street Address:	24 West 40th Street
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1290767	CIAO
Registration Number:	1460884	CIAO
Registration Number:	2440979	DOMANI
Registration Number:	2379799	TRI-GLIDE
Registration Number:	2116086	FIRST CABIN

CORRESPONDENCE DATA	
Fax Number:	(212)336-2222
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	IPDOCKETING@PBWT.COM
Correspondent Name:	Patterson, Belknap, Webb & Tyler LLP
Address Line 1:	1133 Avenue of the Americas
Address Line 2:	22nd Floor
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	T8530-002 (EKM)
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OP \$140.00 1290767

NAME OF SUBMITTER:

Erika K. Mikkelsen

**Total Attachments: 5**

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## ASSIGNMENT OF U.S. TRADEMARK RIGHTS

WHEREAS, LIFESTYLE INTERNATIONAL, INC., a New York corporation located at 110 Enterprise Avenue, Secaucus, New Jersey 07094 (“Assignor”), is the owner of all right, title and interest in and to the trademarks (the “Marks”) set forth on Schedule A attached hereto, the registrations for them, and all good will of the business symbolized by and associated with them; and

WHEREAS, 24/7 INTERNATIONAL, LLC, a New York limited liability company located at 24 West 40th Street, 10th Floor, New York, New York 10018 (“Assignee”), wishes to acquire all right, title and interest in and to the Marks and all registrations associated with them, together with the good will of the business symbolized by and associated with the Marks, and the right to sue for and recover damages for past infringement of the Marks and to stand in place of Assignor in all matters related thereto; and

WHEREAS, Assignor and Assignee are parties to an agreement dated as of April 30, 2004 (the “Agreement”), pursuant to which Assignee is purchasing from Assignor certain assets of Assignor, including the Marks;


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment: Assignor hereby transfers and assigns to Assignee, its successors and assigns, all right, title and interest in and to the Marks, including, without being limited to, the United States registrations set forth on Schedule A, together with the good will of Assignor’s business symbolized by and associated with the Marks and their respective registrations, and the right to sue for and recover damages for past infringement of the Marks and to stand in place of Assignor in all matters related thereto.

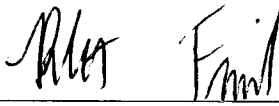
2. Attorney in Fact: Assignor hereby irrevocably appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor to execute such further documents and instruments, and to do such other acts and things, as may be necessary or appropriate to effectuate the transfer of the Marks contemplated by this Assignment of U.S. Trademark Rights. Assignee agrees to give Assignor prior written notice (at its address for notice pursuant to the Agreement) of any action taken pursuant to the foregoing power of attorney.

IN WITNESS WHEREOF, the parties have executed this Assignment of U.S. Trademark Rights this 30<sup>th</sup> day of April, 2004.

LIFESTYLE INTERNATIONAL, INC.

By:   
Name: dupak  
Title: president 4/30/04

24/7 INTERNATIONAL, LLC

By:   
Name: Robert J. F. (J)  
Title: CEO ~~CEO~~

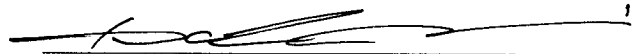
STATE OF NEW YORK )

: .ss.:

COUNTY OF NEW YORK )

On this 30<sup>th</sup> day of April, 2004, personally appeared before me

*D. H. Park*  
, to me known and known to me to be the *president*  
of LIFESTYLE INTERNATIONAL, INC., a New York corporation, the Assignor above named,  
and acknowledged that he executed the foregoing instrument on behalf of said Assignor and  
pursuant to authority duly received.



Notary Public

(Printed Name)

**DAE KI MIN**  
Notary Public, State of New York  
No. ~~31-1841697~~  
Qualified in New York County  
Commission Expires Sept 30, *2005*

My Commission Expires:

(SEAL)

STATE OF NEW YORK )

: .ss.:

COUNTY OF NEW YORK )

On this 30<sup>th</sup> day of April, 2004, personally appeared before me

*Robert Fried*, to me known and known to me to be the CEO of 24/7 INTERNATIONAL, LLC, a New York limited liability company, the Assignee above named, and acknowledged that he executed the foregoing instrument on behalf of said Assignee and pursuant to authority duly received.

*Kathleen McComb*

Notary Public

*Kathleen McComb*

(Printed Name)

My Commission Expires:

*9/14/05*

(SEAL)

KATHLEEN McCOMB  
Notary Public, State of New York  
No. 41-4905405  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Sept 14, 2005

## SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Classes</u>
CIAO	1,290,767	Aug. 21, 1984	18
CIAO	1,460,884	Oct. 13, 1987	18
DOMANI	2,440,979	April 3, 2001	18
TRI-GLIDE	2,379,799	Aug. 22, 2000	18
FIRST CABIN	2,116,086	Nov. 25, 1997	18