

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
Thomas Plastics, Inc.		08/17/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Mimet USA, LLC
Street Address:	2601 South Bayshore Drive
City:	Miami
State/Country:	FLORIDA
Postal Code:	33133
Entity Type:	LLC:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2588510	MRI
Serial Number:	76337015	MERCHANDISING RESOURCES

CORRESPONDENCE DATA	
Fax Number:	(305)858-4777
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(305) 858-5555
Email:	crusso@adorno.com
Correspondent Name:	Mimet USA, LLC C/O Adorno & Yoss, P.A.
Address Line 1:	2601 South Bayshore Drive
Address Line 4:	Miami, FLORIDA 33133

NAME OF SUBMITTER:	Steven J. Soloman
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Total Attachments: 4 source=M1250383#page1.tif source=M1250394#page1.tif source=M1250395#page1.tif source=M1250397#page1.tif

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 17th day of August, 2004, by and between Thomas Plastics, Inc., a Florida corporation (“Assignor”) and Mimet USA, LLC, a Florida limited liability company (“Assignee”).

WHEREAS, Assignor entered into an Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, providing for the purchase by Assignee from Assignor of certain assets of Assignor primarily associated with the MRI Business (as such term is defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of all right, title and interest in the trademark(s) and/or service mark(s) and/or the trademark and/or service mark registration(s) and/or application(s) identified on Schedule A attached hereto (hereinafter collectively, the “Trademarks”);

WHEREAS, pursuant to the Purchase Agreement, Assignee has acquired all rights, title and interest in and to the Trademarks throughout the world; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks throughout the world.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. ASSIGNMENT.

a. Assignor hereby assigns and sells to Assignee all of Assignor’s rights, title and interest in and to the Trademarks throughout the world, for all of the goods and/or services included in the relevant registrations or applications or in conjunction with which the trademarks are used, together with the goodwill of the business symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor’s favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto Assignee absolutely.

b. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee’s written request and sole expense, take any and all reasonably necessary steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee or to record this assignment, and to facilitate Assignee’s enjoyment and enforcement of said rights and causes of action.

2. MISCELLANEOUS. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Florida and the United States America without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, Assignor has executed and Assignee has acknowledged this Assignment as of the date first set forth above.

THOMAS PLASTICS, INC.

By: Jay Johnson
Name: LARRY SCHWARTZ
Title: Pres

ACKNOWLEDGMENT

State of Florida)
County of Broward)
~~Miami-Dade~~)

Before me, the undersigned Notary Public in and for the said county and state, personally appeared Larry Schwarz, the Pres of Thomas Plastics, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification and who signed the foregoing Assignment on behalf of such corporation.

Dated: Aug 17 2004

Gregory J. Blodig
(print notary name)
Notary Public State of Florida

My commissions expires:



MIMET USA, LLC

By: *Daniel Montanari*
Name: DAVID MONTANARI
Title: DIRECTOR

SCHEDULE A

Trademarks

Intellectual Property

U.S. Trademarks

Mark	Serial Number	Filing Date
MRI	76337016	November 13, 2001
Merchandising Resources	76337015	November 13, 2001