

5/11/04

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Attorney Dkt: DT-1 (#90413)

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

1. Name of conveying party(ies): Dots, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Ohio Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Dots, LLC Internal Address: Street Address: 30801 Carter Street City: Solon State: OH Zip: 44139 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other 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:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76343817 B. Trademark Registration No.(s) 1304292 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: D. Peter Hochberg Internal Address: D. PETER HOCHBERG CO., L.P.A. 1940 East 6th Street - 6th Floor Cleveland OH 44114 Street Address: 1940 East 6th Street - 6th Floor City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 16 7. Total fee (37 CFR 3.41): \$ 415.00 Enclosed check Authorized to be charged to deposit account 8. Deposit account number: (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. Katherine R. Vieyra Name of Person Signing Signature Date May 7, 2004 Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 002966 FRAME: 0246

05/13/2004 DB/RNE 00000105 76-43-13 40.00 DP 875.00 DP

**Attachment for Recordation Form Cover Sheet  
Trademarks Only (Form PTO-1594)**

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s): 76363508, 75472625, 75473546, and 76505806

B. Trademark Registration No.(s): 1304293, 1502671, 2568849, 2748444, 2450264, 2051546,  
2450263, 1601518, 2671893, and 2768884

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale, Assignment and Assumption Agreement (this "Agreement") is entered into as of the 23 day of May, 2003, by and between **RAG Holdings, Inc.**, an Ohio corporation ("RAG Holdings") and successor by merger to Dots, Inc., an Ohio corporation, Dots Stores, Inc., an Ohio corporation, Dots Online, Inc. an Ohio corporation, Dots Holdings, Inc., an Ohio corporation, Dots Stores Holdings, Inc., an Ohio corporation, and Bobbi Gee Toledo, an Ohio corporation, and **Dots, LLC**, a Delaware limited liability company ("Dots LLC"). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Recapitalization Agreement (as such term is defined below).

**RECITALS**

WHEREAS, Dots, Inc., Dot Stores, Inc., Dots Online, Inc., Dots Holdings, Inc., Dots Stores Holdings, Inc., Bobbi Gee Toledo, Inc., and Dots LLC have executed and delivered a Recapitalization Agreement dated the date hereof (the "Recapitalization Agreement"); and

WHEREAS, pursuant to the terms of the Recapitalization Agreement, RAG Holdings desires to transfer and assign to Dots LLC all of RAG Holdings' right, title and interest in and to the Contributed Assets, and Dots LLC desires to acquire all of RAG Holdings' right, title and interest in and to the Contributed Assets and to assume all of the Assumed Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RAG Holdings does hereby grant, bargain, sell, deliver, transfer, assign and convey unto Dots LLC, its successors and assigns forever, all of RAG Holdings' right, title and interest in and to the Contributed Assets.

TO HAVE AND TO HOLD the Contributed Assets unto Dots LLC, its successors and assigns forever. RAG Holdings will at any time and from time to time, upon request of Dots LLC, do, execute, acknowledge and deliver all such further acts, deeds, assignment, instruments of transfer or conveyance, powers of attorney and assurances as may be required for the assigning, transferring, granting, conveying, assuring and confirming to Dots LLC, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the assets and property to be conveyed, transferred and assigned to Dots LLC.

In connection with the transfer of the Contributed Assets and on the basis of the representations, warranties and agreements contained in the Recapitalization Agreement, and subject and pursuant to the terms of the Recapitalization Agreement, Dots LLC hereby assumes and agrees to pay, perform and discharge the Assumed Liabilities.

This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws principles.

This Agreement may be executed by the parties hereto in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of RAG Holdings and Dots LLC has caused this Agreement to be signed on the date first above written by duly authorized officers thereof.

RAG HOLDINGS, INC

By: 

Robert A. Glick, Chief Executive  
Officer, President and Chairman

"RAG Holdings"

DOTS, LLC

By: 

Robert A. Glick, Chief Executive  
Officer, President and Chairman

"Dots LLC"