

Form **PTO-1594**

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Whatever Works, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 10/3/04

2. Name and address of receiving party(ies)

Name: Potpourri Group, Inc.

Internal

Address: _____

Street Address: 222 Mill Road

City: Chelmsford State: MA Zip: 01824

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

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See attached Schedules A and B

Additional number(s) attached Yes No

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

Name: Timothy J. Connors

Internal Address: _____

Calfee, Halter & Griswold LLP

Street Address: 1400 McDonald Investment Ctr.

800 Superior Avenue

City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

9. Signature.

Timothy J. Connors
Name of Person Signing


Signature

November 16, 2004
Date

Total number of pages including cover sheet, attachments, and document: **4**

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

CH \$90.00 030172 2041966

SCHEDULE A

MARKS

WHATEVER WORKS

EPESTS

EBUGS.COM

SCHEDULE B

ASSIGNED REGISTRATIONS

Mark	Country	Registration No.	Registration Date
WHATEVER WORKS	US	2,041,965	March 4, 1997
EPESTS	US	2,704,173	April 8, 2003
EBUGS.COM	US	2,737,087	July 15, 2003

TRADEMARK ASSIGNMENT

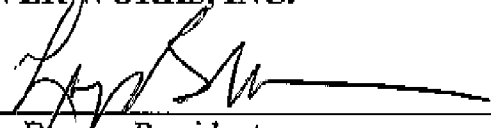
For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WHATEVER WORKS, INC., a New York corporation with an address at 74 20th Street, Brooklyn, New York 11232 ("Assignor"), hereby sells, transfers and assigns to Potpourri Group, Inc., a Delaware corporation with a place of business at 222 Mill Road, Chelmsford, Massachusetts 08124 ("Assignee"), its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, trade names and brand names worldwide that are owned by Assignor (the "Marks"), including but not limited to those identified on Schedule A; (ii) all registrations, and applications for registration, of the Marks worldwide, including but not limited to the registrations identified on Schedule B; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor covenants and agrees that it will, at any time upon request, do everything reasonable to aid the Assignee, its successors, assigns or other legal representatives to document, effectuate or protect the ownership rights assigned herein, all without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

In Witness Whereof, Assignor has executed this Assignment as of this 8th day of October, 2004.

ASSIGNOR

WHATEVER WORKS, INC.

By: 
 Larry Brown, President