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



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

102762504

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

1. Name of conveying party(ies): Memoire Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 04/01/2004

2. Name and address of receiving party(ies)

Name: Hearts On Fire Company LLC

Internal Address:

Street Address: 99 Summer Street, Fourth Floor

City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company - Mass.

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) 76/119,356; 76/030,058; 76/097,313; 76/115,009;

B. Trademark Registration No.(s) 1431037; 1477600; 1475858; 1475859; 1267420; 1878581;

Additional number(s) attached Yes No

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

Name: Gailyc C. Sonia, Esq.

Internal Address: Hearts On Fire Company LLC

Street Address: 99 Summer Street, Fourth Floor

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41): \$ 640.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2472

DO NOT USE THIS SPACE

9. Signature.

Gailyc C. Sonia, Esq. Name of Person Signing

Signature

May 24, 2004 Date

Total number of pages including cover sheet, attachments, and document: 5

06/09/2004 MGETACHE 00000127 1431037

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

01 FC:0521 40.00 OP 02 FC:0522 600.00 OP

TRADEMARK REEL: 002984 FRAME: 0872

Trademark Applications

76/148,988
76/165,806
76/225,023
76/321,805
76/396,628
76/456,732
76/456,733
76/501,980
76/501,981
76/505,758

Trademark Registrations

1687783
1878582
2160807
2273133
2202851

TRADEMARK ASSIGNMENT

Memoire Corporation, a Rhode Island corporation ("Memoire"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby assigns and agrees to assign all its right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on the attached Schedule A, together with the goodwill of the business symbolized by such trademarks, trademark registrations and trademark applications, including all registrations which may issue upon such applications and all renewals of registration thereof, and all rights therein as provided by law, multinational treaties or conventions, to Hearts On Fire Company, LLC ("Buyer"), a Massachusetts limited liability company. Memoire agrees to assist Buyer, at Buyer's expense, to execute the necessary documents to record the assignment in each country.

This assignment is made in accordance with the provisions of the Asset Purchase Agreement dated April 1, 2004, by and among Memoire, Buyer, B.A. Ballou & Co. Incorporated and J. Douglas McDowell.

IN WITNESS WHEREOF, Memoire has caused this Trademark Assignment to be executed in its name this 1st, day of April, 2004.

MEMOIRE CORPORATION

By: [Signature]
Name: J. DOUGLAS MCDOWELL
Title: PRESIDENT

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this date, April 1, 2004, before me, the undersigned notary public, personally appeared J. Douglas McDowell as President of Memoire Corporation, a corporation, proved to me through satisfactory evidence of identification, which were driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [HE/SHE] signed it voluntarily for its stated purpose.

[Signature]
Notary Public Bernard D. Berman
My commission expires: 12/10/2010


Trademarks - Schedule A

<u>Mark</u>	<u>Application / Registration No.</u>	<u>Application / Registration Date</u>
TOUJORS COLLECTION	1,431,037	March 3, 1987
Interlocking Heart Design	1,477,600	February 23, 1988
FOR MEMORIES PAST AND THOSE TO COME	1,475,858	February 9, 1988
FOR ALWAYS AND ALL WAYS	1,475,859	February 9, 1988
MEMOIRE COLLECTION	1,267,420	February 14, 1984
MEMOIRE COLLECTION	1,878,581	February 14, 1985
MC Stylized	1,687,783	May 19, 1992
MEMOIRE	1,878,582	February 15, 1995
MEMOIRE.COM	76/119,356	August 30, 2000
PAVE-SILK	2,160,807	May 26, 1998
INSCRIPTIONS	2,273,133	August 24, 1999
CH Stylized	2,202,851	November 10, 1998
IRREPLACEABLE COLLECTION	76/030,058	April 19, 2000
OCTAVIA	76/097,313	July 24, 2000
PETITE PRONG COLLECTION	76/115,009	August 22, 2000
HOW TO TELL HER SHE'S THE EIGHTH WONDER OF THE WORLD	76/148,988	October 18, 2000
OCTAVIA IDEAL	76/165,806	November 15, 2000
WEDDING BANDS FOR THE 21ST CENTURY	76/225,023	March 15, 2001
FELICITY	76/321,805	October 5, 2001

PURE LOVE	76/396,628	April 16, 2002
NON-SOLITAIRE SOLITAIRE	76/456,732	October 7, 2002
WE PUT THE ROMANCE BACK IN THE PLAIN WEDDING BAND	76/456,733	October 7, 2002
HOW MEMORIES ARE HELD	76/501,980	March 27, 2003
SHARED SECRET	76/501,981	March 27, 2003
SOMETHING BLUE	76/505,758	April 11, 2003
Great Britain Registration MEMOIRE COLLECTION	B1413823	February 8, 1990

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS PAPER, IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO COMMISSIONER OF PATENTS & TRADEMARKS, BOX ASSIGNMENT, WASHINGTON, DC 20231, ON

5/24/04 (DATE OF DEPOSIT)
5/24/04  (NAME)
DATE

Doc. No: G573

TRADEMARK ASSIGNMENT RECORDATION COVER SHEET

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:
PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENT OR COPY
THEREOF.

1. Name and Address of Party conveying an interest:

Laser Appeal Corp.
1371 Clove Road
Staten Island, NY 10301



05-28-2004

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #74

Entity: New York State Corporation

2. Name and Address of Party receiving an interest:

PC Contard MD, PC
1372 Clove Road
Staten Island, NY 10301

Entity: New York State Corporation

3. Interest Conveyed: Assignment

4. Serial No./Registration number. No additional sheets are attached.

Trademark Serial No.: 76/380198
Trademark Registration No. 2,840,999

06/09/2004 MBETACHE 00000128 76380198

01 FC:0521

40.00 CP

TRADEMARK
REEL: 002984 FRAME: 0877

5. Please address and mail all correspondence concerning related documents to:

Kimberly Lavas, Esq.
136 Bay Street
Staten Island, NY 10301
718-448-7808

6. Number of Registrations/Applications involved: one

7. Amount of fee enclosed or authorized to be charged: \$40

8. Deposit account numbers: n/a

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9. Date of execution of attached document: April 16, 2004

10. I declare under penalty of perjury under the laws of the United States of America that to the best of my knowledge and belief, the foregoing information contained on this cover sheet is true and correct and any copy attached and submitted herewith is a true copy of the original document. Executed on:

Date

Signature

Kimberly Lavas

Assignment of Trademark Registration

For value received, Laser Appeal Corp., of Staten Island, NY, a New York State Corporation (hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto PC Contard MD, PC, a New York State Corporation with offices at 1372 Clove Road, Staten Island, NY 10301 (hereinafter ASSIGNEE) 100% of the following: (A) ASSIGNOR'S right, title and interest in and to the trademark application for "Laser Appeal"; (B) the application for United States Trademark therefor, signed by ASSIGNOR on February 26, 2002, Filed February 26, 2002, Serial No. 76/380198.

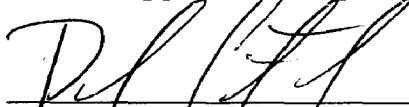
ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said trademark in each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States trademark. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEE'S expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting trademark of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said trademark, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set his hand and seal on the date below.

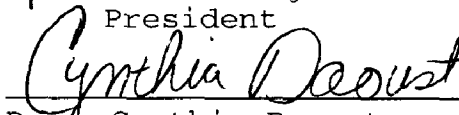
Dated: 4-16-04

Dated: 4/16/2004

Laser Appeal, Corp.



By: Paul Contard
President



By: Cynthia Daoust,
Vice President