

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairbrooke Enterprises, Inc.		01/03/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Century, Inc.		
Street Address:	119 West 40th Street		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1344645	DRIZZLE	
CORRESPONDENCE DATA			
Fax Number:	(212)391-4556		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 730-1900		
Email:	mleve@ssgpc.com		
Correspondent Name:	Marc D. Leve		
Address Line 1:	111 West 40th Street, 33rd Floor		
Address Line 2:	Silverberg Stonehill & Goldsmith, P.C.		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Marc D. Leve		
Signature:	/Marc D. Leve/		
Date:	01/07/2005		

OP \$40.00 1344645

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK, made and dated as of December 31, 2004, (this "Assignment") as follows:

WHEREAS, **FAIRBROOKE ENTERPRISES, INC.**, a New York corporation with offices c/o Pavia & Harcourt LLP, 600 Madison Avenue, New York, New York 10022, Attn: Ralph J. Galasso, Esq. (the "Assignor") is the owner of the entire right, title and interest in and to the trademark DRIZZLE, including derivations and translations thereof, including but not limited to the trademark registrations and applications in the United States of America set forth in Schedule A hereto and incorporated herein by reference, together with the business relating to the said Trademark and the goodwill associated therewith (collectively, the "Trademark"), and including the common law rights as assignor, and the Assignor has statutory and common law rights in the Trademark; and

WHEREAS, **WELLS FARGO CENTURY, INC.**, formerly known as Century Business Credit Corporation, a New York corporation with offices at 119 West 40th Street, New York, New York 10018 (the "Assignee") and Assignor, entered into a Factoring, Financing and Security Agreement and a Trademark Security Agreement, both dated July 29, 2002 (the "Security Agreements"); and

WHEREAS, Assignor is in default of its obligations under the Security Agreements, and Assignor desires to convey, transfer, and assign to Assignor and Assignee, as assignee, is desirous of acquiring all of Assignor's said rights, registrations and applications to the Trademark, and the goodwill associated therewith; and

NOW, THEREFORE, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged,

Assignor does hereby sell, assign, transfer and set over unto Assignee all of its right, title and interest (if any) in and to the Trademark, together with all goodwill and business symbolized by said Trademark and appurtenant thereto, and all causes of action and claim for damages therefor, as well as the right to sue for past and present infringement thereof, free and clear of all liens and encumbrances, if any.

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns forever.

TRADEMARK

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2. Assignor hereby agrees, at any time and from time to time, to cooperate in good faith in any action to the extent reasonably required by Assignee, without cost to Assignor, to enforce the rights transferred hereunder.

3. This Assignment may not be waived, changed or terminated or modified without the written and signed consent of Assignor.

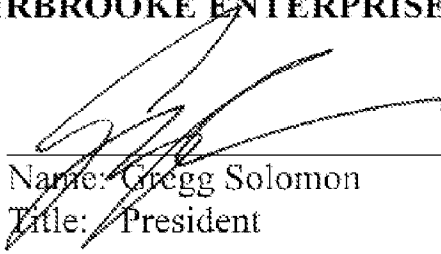
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

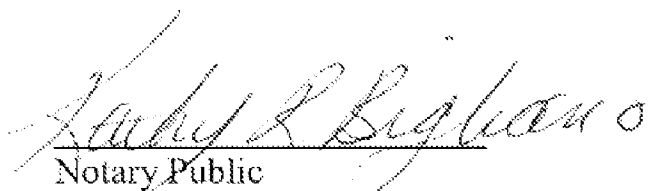
FAIRBROOKE ENTERPRISES, INC.

By:


Name: Gregg Solomon
Title: President

ACKNOWLEDGMENT

On the 30 day of ~~December~~ ^{January 2005}, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared GREGG SOLOMON personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public

My Commission Expires:

KATHY R. BIGLIANO
Notary Public, State Of New York
No. 01516056837
Qualified in New York
Commission Expires April 2, 2007

TRADEMARK
REEL: 003004 FRAME: 0237

TRADEMARK

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
Drizzle	1344645/73470243	3/15/84	6/25/85	Live
Drizzle	76/431968	7/16/02	N/A	Abandoned
Drizzle	76/431967	7/16/02	N/A	Abandoned
Drizzle + Design	76/431966	7/16/02	N/A	Abandoned
Drizzle + Design	76/431965	7/16/02	N/A	Abandoned

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