

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):

Clarence J. Venne, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Clarence J. Venne, LLC

Internal

Address:

Street Address: 1425 Hanford Street

City: Levittown State: PA Zip: 19057

- 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
- Security Agreement
- Other Correction of Conveying Party's State of Incorporation
- Merger
- Change of Name

Execution Date: 07/06/2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2606164 2558332 2427513

1704224 2257023 1446391 2147524 1454169 1768067 1416619

Additional number(s) attached Yes No

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

Name: Neal, Gerber and Eisenberg LLP

Internal Address: Michael A. Carrillo

Street Address: 2 North LaSalle Street

Suite 2200

City: Chicago State: IL Zip: 60602

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502,261

DO NOT USE THIS SPACE

9. Signature.

Michael A. Carrillo

Name of Person Signing

Signature

January 19, 2005

Date

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

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

CH \$265.00 502261 2606164

08-21-2001

Form PTO-1594 RECO 101817707 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): **Clarence J. Venne, Inc.** *89/13/01*

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

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

2. Name and address of receiving party(ies):
 Name: **Clarence J. Venne, E.L.C.**
 Internal Address: **c/o Prospect Partners, LLC**
 Street Address: **200 W. Madison, Suite 2710**
 City: **Chicago** State: **Illinois** Zip: **60606**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other: **Limited Liability Company of Delaware**

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: **July 6, 2001**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76/223925 76/152147 76/144601
75/850622

B. Trademark Registration No.(s)
2,427,513 2,257,023 2,147,524 1,768,067
1,704,224 1,446,391 1,454,169 1,416,619

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Mark R. Galis**
 Internal Address: **Althelmer & Gray**
 Street Address: **10 S. Wacker Drive - Suite 4000**
 City: **Chicago** State: **Illinois** Zip: **60606**

6. Total number of applications and registrations involved: **12**

7. Total fee (37 CFR 3.41)\$ **315.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **011-158**
 (Attach duplicate copy of this page if paying by deposit account)

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.

Mark R. Galis *Mark R. Galis* **August 8, 2001**
 Name of Person Signing Signature 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 Patents & Trademarks, Box Assignments Washington, D.C. 20231

08/20/2001 AMMEDI 00004157 011156 76223925
01 FC1461 40.00 CH
02 FC1462 275.00 CH (738077.3)

TRADEMARK REEL: 002351 FRAME: 0556

TRADEMARK REEL: 003016 FRAME: 0267

Perth/Korona

**ASSIGNMENT OF U.S. TRADEMARK REGISTRATIONS
AND PENDING TRADEMARK APPLICATIONS**

WHEREAS, Clarence J. Venne, Inc., a corporation organized and existing under the laws of the State of ~~Delaware~~, having a place of business at 1425 Hanford Street, Levittown, Pennsylvania 19057 ("ASSIGNOR"), owns certain rights, title, and interests in the marks (the "Marks"), and all rights, title and interests in the U.S. Trademark Registrations (the "Registrations") and in the U.S. Trademark Applications for registration ("Applications") thereof identified in Exhibit A attached hereto, along with any goodwill associated therewith; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" entered into by and between ASSIGNOR and Clarence J. Venne, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, with an address at c/o Prospect Partners, LLC, 200 W. Madison, Suite 2710, Chicago, Illinois 60606 ("ASSIGNEE"), ASSIGNOR has agreed to assign to ASSIGNEE, or its designee, its entire rights, title, and interests in and to the Marks, Registrations and Applications along with any goodwill associated therewith; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill associated therewith, to ASSIGNEE, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey, and transfer to ASSIGNEE, its successors, assigns, and legal representatives, its full and entire rights, title, and interests in and to the Marks, Registrations and Applications, the portion of the business associated therewith and all the goodwill associated therewith, the same to vest in ASSIGNEE, including, without limitation, all causes of action for, and claims for damages by reason of, the infringement or dilution of the Marks, Registrations or Applications, or any of them, whether such actions and claims arose prior to or after the execution of this Assignment.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Trademark Office so as to establish ASSIGNEE as owner of record of the Marks, Registrations and Applications in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide any information in connection with the Marks, Registrations and Applications that is in ASSIGNOR's possession or under its control that may be required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Marks, Registrations and Applications is duly made of record in the United States.

Notwithstanding anything to the contrary herein, ASSIGNOR makes no representation or warranties regarding the Marks, Registrations and Applications, except as and to the extent set forth in the Asset Purchase Agreement. This Assignment is subject and subordinate to all of the

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EXHIBIT A - Trademark Applications and Registrations

MARK	COUNTRY	SERIAL # REGISTRATION DATE	REGISTRATION NO. REG. DATE	STATUS
WINDOW WRITER	US	76/223925 3/13/01		PENDING
KINDER PAINTS	US	76/152147 10/23/00		PENDING
PHOTO DAUBER	US	76/144601 10/11/00		PENDING
MILLENNIUM MARKER	US	75/850622 11/16/99		PUBLISHED 7/25/00
CLEAR NIGHTS	US	75/693589 4/29/99	2,427,513 2/6/01	REGISTERED
BINGO & design	US	75/474394 4/27/98	2,257,023 6/29/99	REGISTERED
SUNSATIONAL	US	75/248238 2/26/97	2,147,524 3/31/98	REGISTERED
DAB'N SEAL	US	74/255581 3/16/92	1,768,067 4/27/93	REGISTERED
DAB'N STIC	US	74/140166 2/19/91	1,704,224 7/28/92	REGISTERED
DAB'N GLO	US	73/632256 11/24/86	1,446,391 7/7/87	REGISTERED
DAB-O-INK WORLD'S FINEST BINGO MARKER & design	US	73/597054 5/13/86	1,454,169 8/25/87	REGISTERED
DAB-O-INK	US	73/595847 4/28/86	1,416,619 11/11/86	REGISTERED

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RECORDED: 08/13/2001

TRADEMARK
REEL: 002351 FRAME: 0559

RECORDED: 01/19/2005

TRADEMARK
REEL: 003016 FRAME: 0270