

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marble Crafters, Inc.		02/04/2005	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MC Acquisition Inc.		
<b>Street Address:</b>	165 Township Line Road		
<b>Internal Address:</b>	Suite 2100		
<b>City:</b>	Jenkintown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19046		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2389261	MC	
Registration Number:	2641452	CARVING A REPUTATION IN STONE	
Registration Number:	2389260	MC	
Registration Number:	2647672	MARBLE CRAFTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)655-2783		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215.994.2783		
<b>Email:</b>	matthew.smith@dechert.com		
<b>Correspondent Name:</b>	Dechert LLP		
<b>Address Line 1:</b>	4000 Bell Atlantic Tower		
<b>Address Line 2:</b>	1717 Arch Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2793		
<b>NAME OF SUBMITTER:</b>	Matthew T. Smith		

CH \$115.00 2389261

Signature:

/Matthew Smith/

Date:

02/10/2005

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS


This ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and effective as of this 4<sup>th</sup> day of February, 2005 by and between MARBLE CRAFTERS, INC., a Pennsylvania corporation with offices at 11 Nealy Blvd., Trainer, Pennsylvania 19061 ("Assignor"), and MC ACQUISITION INC., a Pennsylvania corporation with offices at 165 Township Line Road, Suite 2100, Jenkintown, Pennsylvania 19046 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks shown in Schedule A hereto, and other marks, logotypes, and designs incorporating or derived from the foregoing marks (all of the foregoing being the "Marks"), and is the owner of the registered trademarks listed in Schedule A (the "Registrations"); and

WHEREAS, Assignee has on this date acquired from Assignor certain assets of Assignor's business and is desirous of acquiring the Marks and any registrations or applications for registration of the Marks, the Registrations, and the goodwill of Assignor's business symbolized by the Marks, free and clear of all liens.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee and Assignee hereby accepts, all right, title and interest in and to (a) the Marks, together with the Registrations and any other registrations and applications for registration of the Marks, (b) all income, royalties, damages and payments due as of or after the effective date of this Agreement arising from the Marks, and (c) all rights of action arising from the Marks, 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, and (d) the goodwill of Assignor's business symbolized by the Marks.

MARBLE CRAFTERS, INC.

By   
Name: Robert F. Capoferri  
Title: President + CEO

**SCHEDULE A**

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
<b>MC (and design)</b>	<b>2,389,261</b>	<b>September 26, 2000</b>
<b>CARVING A REPUTATION IN STONE</b>	<b>2,641,452</b>	<b>October 29, 2002</b>
<b>MC (and design)</b>	<b>2,389,260</b>	<b>September 26, 2000</b>
<b>MARBLE CRAFTERS</b>	<b>2,647,672</b>	<b>November 12, 2002</b>