

08-16-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/20)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office102814123
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

HSBC Bank USA

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

Citizenship (see guidelines) New YorkExecution Date(s) July 15, 2004Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance:**

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

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Samara Brothers, Inc.

Internal

Address: _____

Street Address: 240 Mill RoadCity: EdisonState: New JerseyCountry: USA Zip: 08817

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

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)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2117176, 2116480Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Samara (words only) - 2117176Samara (stylized letters) - 2116480**5. Name & address of party to whom correspondence concerning document should be mailed:**Name: Alana TolhurstInternal Address: Torlys LLPStreet Address: 237 Park Ave.City: New YorkState: New York Zip: 10017Phone Number: 212-880-6382Fax Number: 212-682-0200Email Address: atolhurst@torlys.com**6. Total number of applications and registrations involved:**2**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 65.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:Alana Tolhurst

Signature

Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/13/2004 6TOM11

00000011 2117176

01 FC:8521
02 FC:852240.00 DP
25.00 DP**TRADEMARK**
REEL: 003026 FRAME: 0876

TRADEMARK ASSIGNMENT

WHEREAS, Samara Brothers, Inc., a Delaware corporation (the "Assignee"), owns the trademarks listed on Exhibit A attached hereto (referred to collectively as the "Trademarks");

WHEREAS, Assignee assigned the Trademarks to HSBC Bank USA, a New York corporation (the "Assignor"); and

WHEREAS, the Trademarks are to be sold, conveyed, assigned, transferred and delivered to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor represents and warrants that it is the current registered owner of the Trademarks, including certain registrations therefor or applications with respect thereto, all as set forth on Exhibit A.

2. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, absolutely and forever, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks assigned to it, including, without limitation, any registrations therefor or applications with respect thereto, as set forth on Exhibit A; all of Assignor's good will associated with or symbolized by the Trademarks; and all of Assignor's rights, if any, to sue for or make claims with respect to any past, present or future infringement or misappropriation of the Trademarks.


3. Assignor covenants and agrees to execute and deliver, without further consideration, any instruments or other documents, and to cooperate with Assignee in any manner, as may reasonably be required by Assignee to effectuate the full purpose and intent of this Trademark Assignment, including, without limitation, delivering or providing to Assignee such other instruments or documents as may be necessary to effectuate the recordation of this Trademark Assignment with the United States Patent and Trademark Office, or any other trademark office or appropriate governmental body in any country of the world where any of the Trademarks have been registered, or where any applications to register any of the Trademarks are pending, all as set forth on the annexed Exhibit A.

[signature page follows]

IN WITNESS WHEREOF, each of the parties has executed this Trademark

Assignment as of July 15, 2004.

HSBC BANK USA

By: 
Name: Richard T. Elias
Title: Vice President

SAMARA BROTHERS, INC.

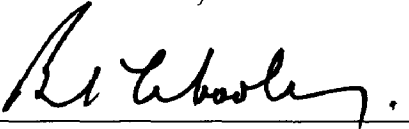
By: 
Bernard Hooley
Title:

EXHIBIT A

Trademark	Registration/ Serial Number	Filing Date	Owner/Assignor	Assignee	Date of Assignment	Reel/Frame of Assignment
Samara (words only)	2117176	10/13/94	Samara Brothers, Inc.	HSBC Bank USA	12/16/99	2049/0995
Samara (stylized letters)	2116480	10/13/94	Samara Brothers, Inc.	HSBC Bank USA	12/16/99	2049/0995