

08-27-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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



RE
1

102854786

F. D. 04

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):

Sa-Al Universal, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) July 1, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Oriano, LLC

Internal Address: _____

Street Address: 214 West 39th Street

City: New York

State: New York

Country: U.S.A. Zip: 10018

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other limited liability company

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)

76/463390

B. Trademark Registration No.(s)

2,192,194 and 2,727,098

Additional sheet(s) attached? Yes No

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

Sharagano Paris/Sharagano

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

Name: William H. Cox, Esq.

Internal Address: Janvey, Gordon, Herlands,
Randolph & Cox LLP

Street Address: 355 Lexington Avenue

City: New York

State: New York Zip: 10017

Phone Number: (212) 986-1200

Fax Number: (212) 983-0772

Email Address: wcox@janveygordon.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- 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 502892

Authorized User Name Janvey, Gordon

9. Signature:

Peter J. Vranum

Signature

August 24, 2004

Date

Peter J. Vranum

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

08/26/2004 MGETACHE 00000161 502892 76463390

01 FC:8521 40.00 DA
02 FC:8522 50.00 DA

TRADEMARK
REEL: 003039 FRAME: 0627

ASSIGNMENT

THIS ASSIGNMENT, between Sa-Al Universal, LLC ("Assignor"), a New York limited liability company with an address at 247 West 37th Street, New York, New York 10018, and Oriano, LLC ("Assignee"), a Nevada limited liability company with an address at 214 West 39th Street, New York, New York 10018.

WHEREAS, Assignor owns all right, title and interest in and to trademark application serial no. 76/463390 (the "Trademark Application") for SHARAGANO (the "Trademark") which is pending before the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

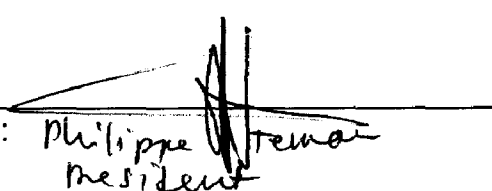
WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Application and that portion of the goodwill of the business of Assignor to which the Trademark pertains and that portion of the business of Assignor to which the Trademark pertains, and Assignee accepts such assignment.

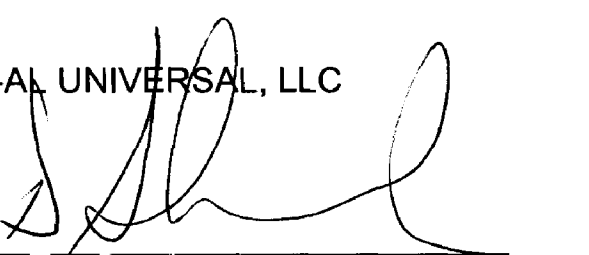
2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of July, 2004.

ORIANO, LLC

By: 
name: Philippe Tremor
title: resident

SA-AL UNIVERSAL, LLC

By: 
name: David Shamoulian
title: Vice President

ASSIGNMENT

THIS ASSIGNMENT, between Sa-Al Universal, LLC ("Assignor"), a New York limited liability company with an address at 247 West 37th Street, New York, New York 10018, and Oriano, LLC ("Assignee"), a Nevada limited liability company with an address at 214 West 39th Street, New York, New York 10018.

WHEREAS, Assignor owns all right, title and interest in and to trademark registration no. 2,192,194 (the "Trademark Registration") for SHARAGANO PARIS (the "Trademark") which is registered in the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

WHEREFORE THE PARTIES AGREE AS FOLLOWS:


1. Assignment. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, and its successors and assigns, all right, title and interest in and to the Trademark, including without limitation, the Trademark Registration and that portion of the goodwill of the business of Assignor to which the Trademark and Trademark Registration pertains, and Assignee accepts such assignment.


2. Miscellaneous. This Agreement shall be governed by the laws of the State of New York. Each of the undersigned consents to the exclusive jurisdiction of the New York state and federal courts and agrees to service of process in accordance with the rules of the court where suit is brought with the same force and effect as if such service had been made within the State of New York. This Agreement represents the entire agreement between the parties and cannot be amended except in writing, signed by the party against whom enforcement is sought. This Agreement may be executed in counterparts, all of which counterparts shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of July, 2004.

ORIANO, LLC

SA-AL UNIVERSAL, LLC

By: 
name: Philippe Terman
title: President

By: 
name: David Shomoulian
title: Vice President

ASSIGNMENT

THIS ASSIGNMENT, between Sa-Al Universal, LLC ("Assignor"), a New York limited liability company with an address at 247 West 37th Street, New York, New York 10018, and Oriano, LLC ("Assignee"), a Nevada limited liability company with an address at 214 West 39th Street, New York, New York 10018.

WHEREAS, Assignor owns all right, title and interest in and to trademark registration no. 2,727,098 (the "Trademark Registration") for SHARAGANO (the "Trademark") which is registered in the United States Patent and Trademark Office.

WHEREAS, Assignor has agreed to assign all right, title and interest in and to the Trademark and the Trademark Application to Assignee;

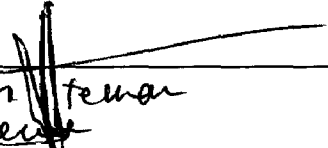
WHEREFORE THE PARTIES AGREE AS FOLLOWS:

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the 1st day of July, 2004.

ORIANO, LLC

By: 
name: Anthony V. Ferman
title: President

SA-AL UNIVERSAL, LLC

By: 
name: David Shamouelian
title: Vice President