

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
KID COOL LLC		08/27/2003	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	TEXINVEST, INC.
Street Address:	169 EAST FLAGLER STREET, #1700
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33131
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2283435	KID COOL
Registration Number:	1807673	KID COOL
Registration Number:	1959147	KID COOL
Registration Number:	1798127	KID COOL
Registration Number:	1967150	BABY COOL
Registration Number:	1812969	BABY COOL
Registration Number:	1521955	KID COOL
Registration Number:	1421158	BABY COOL
Registration Number:	1394143	KID COOL

CORRESPONDENCE DATA

Fax Number: (312)876-0288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-876-7833
 Email: jfgossett@arnstein.com

OP \$240.00 2283435

Correspondent Name: JAMES F. GOSSETT
Address Line 1: 120 SOUTH RIVERSIDE PLAZA, SUITE 1200
Address Line 4: CHICAGO, ILLINOIS 60606

NAME OF SUBMITTER:	JAMES F. GOSSETT
Signature:	/james f. gossett/
Date:	03/17/2005

Total Attachments: 5
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ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, dated as of August 27, 2003 is between Kid Cool LLC, a New York limited liability company (the "Seller"), and Texinvest, Inc., a Florida corporation (the "Buyer").

WITNESSETH:

WHEREAS, Buyer and Gila Dweck ("Dweck") formerly constituted all of the members of the Seller, with each owning a fifty (50%) percent membership interest in the Seller; and

WHEREAS, pursuant to that certain Transfer of Interest in Limited Liability Company dated August 27, 2003, Dweck conveyed all of her fifty (50%) percent membership interest in Seller to Buyer so that (i) Buyer became the sole member of Seller, owning one hundred (100%) percent of the membership interests therein, (ii) Seller became a "disregarded entity" under federal income tax law so that, effective August 27, 2003, the profits and losses of Seller will be reported on the tax returns of the Buyer, and (iii) Seller retained only a bare legal title to its assets, with Buyer becoming the equitable owner of all such assets.

WHEREAS, Seller and Buyer wish to confirm the transfer of the ownership of Seller's assets to the Buyer as of August 27, 2003.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, Seller covenants and agrees with Buyer as follows:

Effective as of the date hereof (the "Effective Date"), Seller does hereby sell, convey, transfer, assign, and deliver to Buyer, its successors and assigns, all of the following assets:

- (i) those certain tangible assets of the Seller as set forth on Schedule 1 attached hereto (the "Tangible Assets").
- (ii) those certain intangible assets of the Sellers as set forth on Schedule 2 attached hereto (the "Intangible Assets").
- (iii) any and all other assets of the Seller (the "Other Assets").

The Tangible Assets, the Intangible Assets and the Other Assets are hereinafter collectively referred to as the "Assets".

TO HAVE AND TO HOLD the Assets, unto the Buyer, its successors and assigns, to and for its use forever.

And Seller hereby warrants, covenants, and agrees as follows:

(A) Additional Documents. That Seller is today delivering to Buyer such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer as are necessary to vest in Buyer good title to the Assets, free and clear of any lien, security interest or encumbrance.

(B) Good Title. That Seller is the lawful owner of the Assets, that Seller has good right to sell the Assets, and Sellers will warrant and defend the sale and conveyance of the Assets against all and every person or persons whomsoever claiming against ~~TRADEMARK~~


(C) Further Assurances That Seller will, from time to time after the delivery of this instrument, upon the reasonable request of Buyer and at Buyer's expense, execute, acknowledge, and deliver or cause to be done, executed, acknowledged and delivered, all such additional documents as may be reasonably required by Buyer, in order to more effectively sell, convey, transfer, assign, and deliver to Buyer any of the Assets and to evidence the ownership by Buyer of the Assets after the Effective Date.

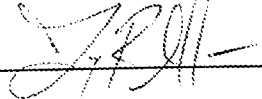
(D) Power of Attorney. Seller hereby constitutes and appoints the Buyer, its successors and assigns, the true and lawful attorney or attorneys of Seller, with full power of substitution, in the name of the Buyer or in the name of Seller, but by and on behalf of for the sole benefit of the Buyer, its successors and assigns, to demand and receive from time to time any and all of the Assets and from time to time to institute and prosecute in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, which the Buyer or its successors or assigns may deem necessary or desirable in order to receive, collect, assert or enforce any claim, right or title of any kind in or to the Assets and to defend and compromise any and all actions, suits or proceedings in respect thereof and to do all such acts and things and execute any instruments in relation thereto as the Buyer or its successors or assigns shall deem advisable. Without limitation of the foregoing, Seller hereby authorizes any officer of the Buyer to endorse or assign any instrument, contract or chattel paper relating to the Assets. Seller agrees that the foregoing appointment made and the powers hereby granted are coupled with an interest and shall be irrevocable by Seller or by its dissolution or in any manner or for any reason.

(E) Consents. Seller covenants and agrees that in the event that either (i) any of the Assets cannot be transferred or assigned by it without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date of delivery of this Assignment and Bill of Sale been given or obtained, or (ii) any of the Assets are non-assignable by their nature and title thereto will not pass by this Assignment and Bill of Sale, the beneficial interest in and to the same will in any event pass to the Buyer; and Seller covenants and agrees (a) to hold, and hereby declares that it holds, such of the Assets in trust for, and for the benefit of the Buyer, (b) to use all reasonable means to obtain and to secure such consent and to give such notice as may be required to effect a valid transfer or transfers of such of the Assets, and (c) to make or complete such transfers as soon as is reasonably possible.

IN WITNESS WHEREOF, Seller has caused this Assignment and Bill of Sale to be duly executed as of the Effective Date.

Signed, sealed and delivered
in the presence of:






Seller:

Kid Cool LLC, a New York limited liability
company

By:



Joseph Depiro, Manager

SCHEDULE 1

Tangible Assets

All inventory in Seller's possession and any and all other tangible assets of Seller.

SCHEDULE 2

Intangible Assets

The trademarks "Kid Cool," "Baby Cool," and "Teencool" and the registrations thereof listed on Schedule 2.1 attached hereto, and all names, service marks, logos and slogans (including any and all applications, registrations, extensions and renewals thereof) related to, or associated with such trademarks, whether or not registered or used by Seller in connection with the business related to such trademarks (collectively, the "Trademarks") for use in the United States and Puerto Rico.

All supplier lists maintained by Seller in connection with the manufacture or sale of its products.

All claims and rights of any kind pertaining to, or arising out of, or inuring to the benefit of Seller in connection with the ownership, use, function, or value of any of the above assets, including but not limited to any claims or rights arising from infringement of the Trademarks prior to the date hereof.

All registrations of the Trademarks in Canada.

The exclusive right to use the domain name "Kidcool.com."

The goodwill associated with the Trademarks.

SCHEDULE 2.1

<u>Trademark</u>	<u>Reg./Ser. No.</u>	<u>Reg./Filing Date</u>	<u>Class</u>
Kid Cool	2,283,435	10/05/99	3
Kid Cool	1,807,673	11/30/93	25
Kid Cool	1,959,147	02/27/96	24
Kid Cool	1,798,127	10/12/93	35
Baby Cool	1,967,150	04/09/96	24
Baby Cool	1,812,969	12/21/93	25
Teencool	74-129,927	01/14/91	25
Kid Cool	1,521,955	01/24/89	28
Baby Cool	1,421,158	12/16/86	25
Kid Cool	1,394,143	05/20/86	25
KCUSA	76-276,254	06/26/01	25