

9/16/04

U.S. PATENT AND TRADEMARK OFFICE

APPENDIX B

09-20-2004

DOCKET NO. 1270T002

Form PTO 1595

U.S. Department of Commerce



102839245

To the Honorable Commissioner of Patents

Record the attached original documents on hand thereof.

1. Name of conveying party(ies)

The Ergo Baby Carrier, LLC  
350 East Kuiaha Road  
Haiku, Hawaii 96708

Additional name(s) of conveying parties attached Yes  No

Individual Citizenship  Corporation State  
 Association  Other \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_

2. Name and address of receiving party(ies):

Name: The Ergo Baby Carrier, Inc.  
Address: 350 East Kuiaha Road, Haiku, Hawaii 96708

Additional name(s) attached?  Yes  No  
 Individual Citizenship  Corporation State  
 Association  Other \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_

Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date 08/12/2004

If assignee is not domiciled in the USA, a domestic representative designation is attached  Yes  No  
(Designations must be a separate document from assignment)

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

If this application is being filed together with a new application the execution date of this application is

A. Trademark Application No.(s)  
78/307,224

B. Trademark Registration No.(s)

Additional Numbers attached?  Yes  No

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

Name Robert E. Purcell, Esq.  
Address : WALL MARJAMA & BILINSKI LLP  
101 South Salina Street  
Suite 400  
Syracuse NY 13202  
(315)425-9000

6. Total number of application and registrations involved: 1

7. Total fee (37 CFR 3.4) \$40.00  
 Enclosed  
 Authorized to charge any deficiency or credit any over payment to Deposit Account No. 50-0289

8. Charge Deposit account  
(Attach duplicate copy of this page if paying by deposit)

DO NOT USE THIS SPACE

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.

Robert E. Purcell  
Name of Person Signing

September 13, 2004  
Date

Total Number of Pages Comprising Cover Sheet 5

OMB NO 0651-0011(EXP. 4/94)

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENTS  
WASHINGTON D.C. 20231

09/17/2004 MBETACHE 00000004 78307224

01 FC:821 40.00 DP

Assignment of Trademarks

WHEREAS, The Ergo Baby Carrier, LLC, a Hawaiian corporation, having an address of 350 East Kuiaha Road, Haiku, Hawaii 96708 (hereinafter "Assignor") is the owner of United States and foreign trademarks, and the applications and registrations therefor, as identified on the attached Schedule A (hereinafter referred to as the "Marks" and the "Applications/Registrations"); and

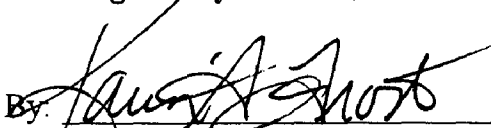
WHEREAS, The Ergo Baby Carrier, Inc., a Hawaiian corporation, having an address of 350 East Kuiaha Road, Haiku, Hawaii 96708 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Marks and said Applications/Registrations therefor, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks and the Applications/Registrations therefor for the United States, and throughout the world together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof. Assignor represents that Assignee is a successor to the portion of business of the Assignor to which the Marks pertain.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Marks and said Applications/Registrations in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor, which shall include, without limitation, execution of any forms, statements or other documents required by any trademark office relating to the Marks or the Applications/Registrations listed in Schedule A. Notwithstanding the foregoing, Assignee shall be exclusively responsible for any fees or payments to third parties arising from such efforts.

The Ergo Baby Carrier, LLC

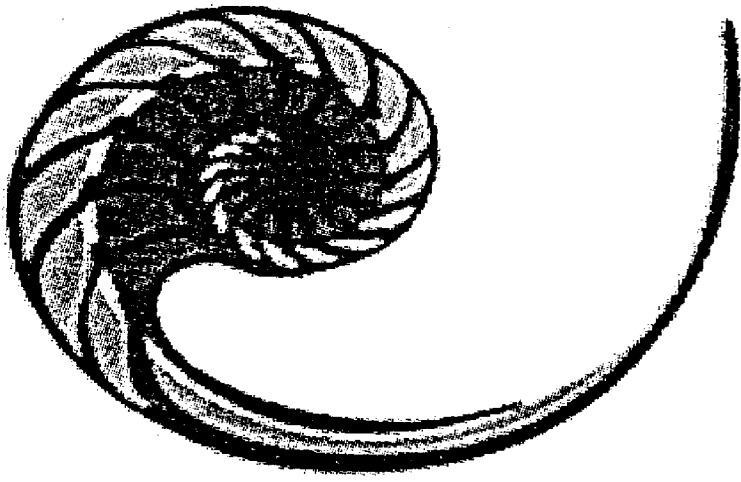
Date: 8-12-04

By:   
Karim Frost  
President

**SCHEDULE A**

**U.S. TRADEMARK APPLICATION:**

Mark	Application No.
ERGO	
Design of a Swirl (copy attached)	
THE ERGO BABY CARRIER & Design (copy attached)	78/307,244



TRADEMARK  
REEL: 003051 FRAME: 0204

