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FINANCE SECTION

Form PTO-1504 (Rev. 03/01)
OMB No. 0651-0027 (exp. 5/3)
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102846505

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Nancy Phillips
Womenswork, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

2. Name and address of receiving party(ies)
Name: Dorian Winslow
Internal Address: The Garden Group Inc
Street Address: 412 E. 55th St. #30
City: NY State: NY Zip: 10022
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 30, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 1,399,565
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Dorian Winslow
Internal Address: The Garden Group
Street Address: 412 E. 55th St.
APT. 3C
City: NY State: NY Zip: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

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

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.
Dorian Winslow Dorian Winslow 9/17/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/27/2004 EC00PER 00000017 1349565
01 FC:8521 40.00 OP

**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY RIGHTS**

This Agreement is entered into this 30th day May 2000 by and between **Womanswork, Inc.**, a Maine corporation ("Seller") and **The Garden Group, Inc.**, a New York corporation ("Purchaser").

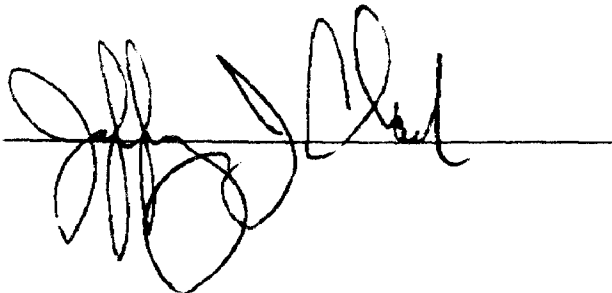
WHEREAS, the Seller and the Purchaser have this date entered into a Sale of Assets Agreement wherein the Seller has agreed to assigned to the Purchaser certain intellectual property rights ("Rights") and the Purchaser desires to accept such Rights and to perform and assume the liabilities and obligations of the Seller under certain agreements ("Rights Agreements") covering such Rights.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Assignment.** The Seller hereby assigns, transfers, sets over and conveys to the Purchaser all of the Seller's right, title, and interest in the Rights and the Rights Agreements, all as more fully described in Exhibit A hereto, to have and to hold unto the Purchaser, its successors and assigns, to their own use and benefit forever. The Seller represents and warrants that prior to this date, the Seller has delivered true and complete copies (including all amendments thereto) to all of said Rights Agreements and any evidence of ownership of the Rights.
- 2. Assumption.** The Purchaser hereby accepts the foregoing assignment and hereby covenants and agrees with the Seller that the Purchaser will perform and observe all of the Seller's obligation under the Rights Agreements arising from and after the date hereof, in accordance and subject to the limitations set forth in Asset Purchase Agreement.
- 3. Limitation on Assignment and Assumption.** Notwithstanding anything to the contrary in this Agreement, if any Rights Agreement or Rights is not completely and effectively assigned hereunder so as to give the Purchaser the full benefit of all of the Seller's rights thereunder, the Purchaser shall assume the Seller's liabilities thereunder only to the extent the Purchaser obtains the rights and benefits thereunder.
- 4. Further Assurances.** At the request of the Purchaser, the Seller will execute, acknowledge and deliver to the Purchaser such other instruments of conveyance and transfer and will take

such other actions and execute and deliver such other documents, certifications, and further assurances as the Purchaser may reasonably require, without imposing any additional liabilities on the Seller, in order to vest more effectively in the Purchaser, or to put the Purchaser more fully in the possession of, any of the Rights Agreements or Rights, or to better enable the Purchaser to complete, perform or discharge any of the liabilities or obligations assumed by the Purchaser pursuant to this Agreement.

Dated at York, Maine this 30th day of May, 2000.

A handwritten signature in black ink, appearing to read "Nancy Phillips", is written over a horizontal line. The signature is stylized and cursive.

Womanswork, Inc.

Nancy B Phillips

Nancy Phillips - President

Int. Cl.: 25

Prior U.S. Cl.: 39

United States Patent and Trademark Office

Reg. No. 1,399,565
Registered July 1, 1996

**TRADEMARK
PRINCIPAL REGISTER**



SMILEY, KAREN (CANADA CITIZEN), DBA
WOMAN WORK
RD 539K
SO BERWICK, ME 03908

FIRST USE 8-9-1985; IN COMMERCE
8-9-1985.

SER. NO. 559,127. FILED 9-19-1985.

FOR: WORK GLOVES, IN CLASS 25 (U.S. CL.
39)

MARK TRAPHAGEN, EXAMINING ATTOR-
NEY

Continuation of information in Item 1.

ASSIGNMENT OF REGISTRATION OF A MARK

Karen C. Smiley d/b/a Womanswork (the "Assignor") is the record owner of the following trademark registered in the United States Patent and Trademark Office:

Trademark: "Womanswork", Registration No. 1,399,565, dated July 1, 1986. (a facsimile of which is attached hereto).

Womanswork, Inc., a corporation organized and existing under the laws of the State of Maryland, having its principal office at 8 East 39th Street, Baltimore, Maryland 21218 (the "Assignee") desires to acquire the right, title and interest, including the goodwill associated therewith, of the Assignor in, to and under the mark set forth above, and the registration thereof (the "Mark").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto the Assignee all the right, title, and interest, including the goodwill associated therewith, of the Assignor in, to and under the Mark, including the right to sue and recover damages for infringement, the same to be held and enjoyed by the Assignee for its own use and for its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

Date: 5/9/90

K C Smiley (Seal)
Karen C. Smiley