

10-07-2004



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

102854668

Tab settings

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

1. Name of conveying party(ies):

ALEX GARFIELD

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

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

3. Nature of conveyance:

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

Execution Date: 08/30/2004

2. Name and address of receiving party(ies)

Name: GM Design Group, Ltd.

Internal Address: _____

Street Address: 525 Seventh Avenue

City: New York State: NY Zip: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership New York
- Corporation-State
- Other

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)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76/514,529

B. Trademark Registration No.(s) 2,454,414 and 2,686,159

Additional number(s) attached Yes No

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

Name: Luis Rodriguez

Internal Address: Corporation Service Company
1133 Avenue of the Americas
Suite 3100
New York, NY 10036

Street Address _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy
Name of Person Signing

Maureen P. Murphy
Signature

September 9, 2004
Date

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

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

10/06/2004 INGETACHE 00000254 76514529

01 FC:8521
02 FC:8522

40.00 OP
50.00 DP



09-15-2004

U.S. Patent & TMOs/TM Mail Rcpt Dt. #64

TRADEMARK

REEL: 003058 FRAME: 0406

ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT is made and entered into as of this 30th day of August, 2004, between Alex Garfield, an individual with an address of 525 Seventh Avenue, New York, NY 10018 (the "Assignor") and GM Design Group, Ltd., a corporation organized and existing under the laws of New York and having its principal place of business at 525 Seventh Avenue, New York, NY 10018 (the "Assignee").

WHEREAS, the Assignor has adopted, has used, and is using the following marks:

<u>Mark</u>	<u>U.S. Regis. No.</u>	<u>Regis. Date</u>
ALEX GARFIELD GARFIELD & MARKS (and design)	2,454,414	05/29/01
GARFIELD & MARKS	2,686,159	02/11/03

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>
OPTIONS GARFIELD & MARKS	76/514,529	05/14/03

(the "Marks"); and

WHEREAS, the Assignee desires to acquire the Marks and any registrations thereof, together with the associated goodwill, and the Assignor wishes to convey and transfer to the Assignee the Marks, any registrations thereof and the associated goodwill;

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment.

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Marks and any registrations thereof or applications therefor, together with the associated goodwill symbolized by the Marks, and all rights in the Marks, including the right to file for protection around the world on the Marks, and the right to renew any registrations on the Marks, including the right to sue for past and future infringement of the Marks, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

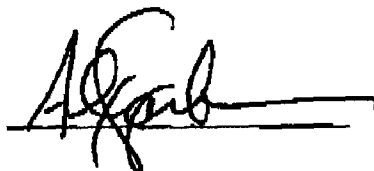
3. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.

4. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

5. Governing Law. The parties hereby agree that this Assignment shall be governed by and construed under and in accordance with the laws of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as a sealed instrument as of the day and year first above written.

ALEX GARFIELD



GM DESIGN GROUP, LTD.

By: 
Name: RICHARD CION
Title: CHIEF FINANCIAL OFFICER

On this 30th day of AUGUST, 2004,
before me appeared Alex Garfield,
who signed this instrument and who
acknowledged that he signed it
with authority to do so.


Notary Public

MILTON H. HUSSETT
Notary Public, State of New York
No. 31-01HU4936822
Qualified in New York County
Commission Expires July 8, 2008

TM assignment