

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/03/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fairbrooke Company, Inc.		04/22/2005	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	WELLS FARGO CENTURY, INC.
Street Address:	119 West 40th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1344645	DRIZZLE

**CORRESPONDENCE DATA**

Fax Number: (212)391-4556  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 730-1900  
 Email: mleve@ssgpc.com  
 Correspondent Name: Silverberg Stonehill & Goldsmith, P.C.  
 Address Line 1: Attn: Marc D. Leve  
 Address Line 2: 111 West 40th Street  
 Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Marc D. Leve
Signature:	/Marc D. Leve/
Date:	04/22/2005

OP \$40.00 1344645

**Total Attachments: 7**

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Assignment Of Trademark Nunc Pro Tunc

ASSIGNMENT OF TRADEMARK, made and dated as of April 22, 2005, effective as of January 3, 2005 (this "Assignment") as follows:

WHEREAS, FAIRBROOKE ENTERPRISES, INC., a New York corporation ("Fairbrooke Enterprises") and FAIRBROOKE COMPANY, INC., a New York corporation ("Fairbrooke Co." or the "Assignor"), with offices c/o Pavia & Harcourt LLP, 600 Madison Avenue, New York, New York 10022, Attn: John A. Goodman, Esq., are under common ownership and management. On May 8, 1995, Fairbrooke Enterprises acquired, from Drizzle, Inc., a New York corporation, for good and valuable consideration, the entire right, title and interest in and to the trademark DRIZZLE, including derivations and translations thereof, including but not limited to the registered trademark DRIZZLE & Design, United States federal trademark Reg. No. 1,344,645, granted June 25, 1985, together with the business relating to the said Trademark and the goodwill associated therewith (collectively, the "Trademark"), the assignment of which was duly recorded in the United States Patent and Trademark Office in Reel/Frame 2545/0994 on July 16, 2002, and on July 2, 2002, Fairbrooke Enterprises assigned the entire right, title and interest in and to the Trademark, together with the business relating to the said Trademark, and the goodwill associated therewith, to its affiliate, Fairbrooke Co., which assignment was duly recorded in the United States Patent and Trademark Office in Reel/Frame 2545/0992 on July 16, 2002, such that Fairbrooke Enterprises and Fairbrooke Co. were successive owners of the Trademark, including the common law rights as assignor, and the Assignor has statutory and common law rights in the Trademark; and

WHEREAS, Fairbrooke Enterprises, Fairbrooke Co., and their affiliates granted to WELLS FARGO CENTURY, INC., formerly known as Century Business Credit Corporation, a New York corporation with offices at 119 West 40<sup>th</sup> Street, New York, New York 10018 (the "Assignee"), a lien and security interest in the Trademark pursuant to a certain Factoring, Financing and Security Agreement and a Trademark Security Agreement, both dated July 29, 2002 (the "Security Agreements"); and

WHEREAS, as a result of the default by Fairbrooke Enterprises, and Fairbrooke Co. and their affiliates of their obligations under the Security Agreements, Fairbrooke Enterprises, and Fairbrooke Co. and their affiliates entered into an agreement (the "Agreement") dated as of December 31, 2004, with the Assignee, pursuant to which Fairbrooke Enterprises, Fairbrooke Co., and their affiliates, agreed to sell, convey, transfer and assign to Assignee the Trademark and other marks and trademarks owned by them, together with the business relating thereto and the goodwill associated therewith; and

WHEREAS, pursuant to the Agreement, Fairbrooke Enterprises, for good and valuable consideration, by an instrument of assignment dated January 3, 2005, and effective as of December 31, 2004, a copy of which is annexed hereto as **Exhibit 1**, sold, conveyed, transferred and assigned to Assignee the entire right, title and interest in and to the Trademark, together with the business relating to the said Trademark, and the goodwill associated therewith, and the said assignment was duly recorded in the United States Patent and Trademark Office in Reel/Frame 3004/0234 on January 7, 2005; however the said instrument contains a scrivener's error, in that Fairbrooke Enterprises was named therein as the owner of the Trademark, when, in fact, at the time of such assignment, Fairbrooke Enterprises' affiliate Fairbrooke Co., was the owner of record and in fact of the entire right, title and interest in and to the Trademark, subject only to Assignee's security interest therein, pursuant to the Security Agreements; and

WHEREAS, Fairbrooke Enterprises and Fairbrooke Co. wish to correct the aforementioned scrivener's error by executing and delivering this Nunc Pro Tunc Assignment and causing same to be recorded in the United States Patent and Trademark Office.

**NOW, THEREFORE**, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged,

**ASSIGNOR** does hereby sell, assign, transfer and set over unto **ASSIGNEE** all right, title and interest in and to the Trademark, together with all goodwill and business symbolized by said Trademark and appurtenant thereto, and all causes of action and claim for damages therefor, as well as the right to sue for past and present infringement thereof, free and clear of all liens and encumbrances, if any.

**TO HAVE AND TO HOLD** the same unto said Assignee, its successors and assigns forever.

1. Assignor and Fairbrooke Enterprises hereby agree, at any time and from time to time (at Assignee's expense), to execute all instruments, documents and papers and to perform such other proper acts as Assignee, its successors or assigns may reasonably request, to preserve, perfect, evidence or validate this Assignment, to secure to Assignee, its successors or assigns the rights hereby assigned.

2. Assignor and Fairbrooke Enterprises, hereby agree, at any time and from time to time, to cooperate in good faith in any action to the extent reasonably required by Assignee, without cost to Assignor, to enforce the rights transferred hereunder.

3. This Assignment may not be waived, changed or terminated or modified without the written and signed consent of Assignor.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**ASSIGNOR:**

**FAIRBROOKE COMPANY, INC.**

By: 

Name: Gregg Solomon

Title: President

**FAIRBROOKE ENTERPRISES, INC.:**

**FAIRBROOKE ENTERPRISES, INC.**

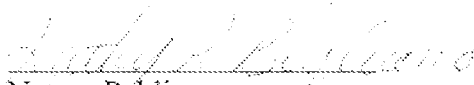
By: 

Name: Gregg Solomon

Title: President

ACKNOWLEDGMENT

On the 29th day of April, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared GREGG SOLOMON personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

My Commission Expires:

KATHY R. BIGLIANO  
Notary Public, State Of New York  
No. 01816050837  
Qualified In New York  
Commission Expires April 2, 2007

EXHIBIT 1

## ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK, made and dated as of December 31, 2004, (this "Assignment") as follows:

WHEREAS, FAIRBROOKE ENTERPRISES, INC., a New York corporation with offices c/o Pavla & Harcourt LLP, 600 Madison Avenue, New York, New York 10022, Attn: Ralph J. Galasso, Esq. (the "Assignor") is the owner of the entire right, title and interest in and to the trademark DRIZZLE, including derivations and translations thereof, including but not limited to the trademark registrations and applications in the United States of America set forth in Schedule A hereto and incorporated herein by reference, together with the business relating to the said Trademark and the goodwill associated therewith (collectively, the "Trademark"), and including the common law rights as assignor, and the Assignor has statutory and common law rights in the Trademark; and

WHEREAS, WELLS FARGO CENTURY, INC., formerly known as Century Business Credit Corporation, a New York corporation with offices at 119 West 40<sup>th</sup> Street, New York, New York 10018 (the "Assignee") and Assignor, entered into a Factoring, Financing and Security Agreement and a Trademark Security Agreement, both dated July 29, 2002 (the "Security Agreements"); and

WHEREAS, Assignor is in default of its obligations under the Security Agreements, and Assignor desires to convey, transfer, and assign to Assignor and Assignee, as assignee, is desirous of acquiring all of Assignor's said rights, registrations and applications to the Trademark, and the goodwill associated therewith; and

NOW, THEREFORE, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged,

Assignor does hereby sell, assign, transfer and set over unto Assignee all of its right, title and interest (if any) in and to the Trademark, together with all goodwill and business symbolized by said Trademark and appurtenant thereto, and all causes of action and claim for damages therefor, as well as the right to sue for past and present infringement thereof, free and clear of all liens and encumbrances, if any.

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns forever.

2. Assignor hereby agrees, at any time and from time to time, to cooperate in good faith in any action to the extent reasonably required by Assignee, without cost to Assignor, to enforce the rights transferred hereunder.

3. This Assignment may not be waived, changed or terminated or modified without the written and signed consent of Assignor.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

FAIRBROOKE ENTERPRISES, INC.

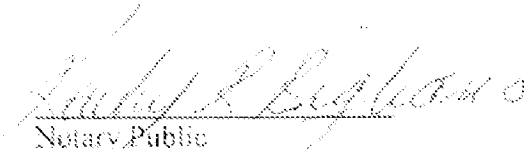
By: 

Name: Gregg Solomon

Title: President

ACKNOWLEDGMENT

On the 21 day of January, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared GREGG SOLOMON personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

My Commission Expires:

KATHY R. BIGLIANO  
Notary Public, State Of New York  
No. 01516056807  
Qualified in New York  
Commission Expires April 2, 2007



TRADEMARK

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
Drizzle	1344645/73470243	3/15/84	6/25/85	Live
Drizzle	76/431968	7/16/02	N/A	Abandoned
Drizzle	76/431967	7/16/02	N/A	Abandoned
Drizzle + Design	76/431966	7/16/02	N/A	Abandoned
Drizzle + Design	76/431965	7/16/02	N/A	Abandoned