

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

Starlight Garden State, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New Jersey
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Starad Inc.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 500 Saw Mill River Road

City: Elmsford

State: NY

Country: USA Zip: 10523

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship New York

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

#### 3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) March 8, 2005

- Assignment
- Security Agreement
- Other Intangible Asset Transfer Agreement
- Merger
- Change of Name

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
76/208,402

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Darren Collins

Internal Address: \_\_\_\_\_

Street Address: 2001 Ross Ave., Suite 3000

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-758-1500

Fax Number: 214-758-1550

Email Address: dcollins@pattonboggs.com

#### 6. Total number of applications and registrations involved:

1

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-2816

Authorized User Name Darren Collins

#### 9. Signature:

Signature

May 11, 2005

Date

Darren Collins

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## CONTINUATION OF ITEM 1

| <u>Name of Conveying Party</u>   | <u>Type</u> | <u>Corporation-State</u> |
|----------------------------------|-------------|--------------------------|
| STARLIGHT ROOSEVELT FIELDS, INC. | CORPORATION | NEW YORK                 |
| STARLIGHT WOODBURY, INC.         | CORPORATION | NEW YORK                 |
| CHRISTOPHER RADKO                | INDIVIDUAL  |                          |

**EXHIBIT B**

**INTANGIBLE ASSET TRANSFER AGREEMENT**

THIS INTANGIBLE ASSET TRANSFER AGREEMENT ("Assignment") dated as of the 8<sup>th</sup> day of March, 2005 ("Effective Date"), is entered into by and between Starlight Garden State, Inc., a New Jersey corporation, Starlight Roosevelt Fields, Inc., a New York corporation and Starlight Woodbury, Inc., a New York Corporation (collectively, the "Starlight Companies"); Christopher Radko, an individual residing at 26 Cayuga Road, Scarsdale, NY 10583 (collectively Christopher Radko and the Starlight Companies being referred to hereafter as the "Assignors"); and Starad Inc., a New York corporation ("Assignee").

WHEREAS, Assignee has agreed to accept and assume from Assignors all right, title and interest in and to the Seller Intangible Assets (as defined in Section 3.11 of the Stock Purchase Agreement executed by and between the parties hereto, hereafter the "Stock Purchase Agreement") and any Intangible Assets (as defined in Section 3.11 of the Stock Purchase Agreement) owned or licensed by the Starlight Companies (the "Starlight Intangible Assets"), including without limitation the items described and/or identified on Schedule A hereto, and Assignors desire to assign the same to Assignee.

WHEREAS, Assignee and Assignors intend that following the Assignment, goods that use or include the Seller Intangible Assets should be similar in quality with Assignee's goods currently using or including same, and should be sold in distribution channels that are similar to Assignee's current distribution channels.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration of the rights and benefits received by Christopher Radko under the Stock Purchase Agreement, the payment of debts of the Starlight Companies contemplated therein, and other good and valuable consideration the receipt of which is hereby acknowledged, Assignors hereby assign, transfer, sell, and convey to Assignee, all of Assignors' right, title and interest throughout the world in and to the Seller Intangible Assets and the Starlight Intangible Assets including but not limited to the following: all rights and privileges pertaining to the subject matter thereof, including, without limitation, all causes of action, claims, demands presently or hereafter accruing with respect to the same, including the right to sue or bring other actions for past, present and future infringement thereof anywhere in the world (collectively, the "Intangible Rights"). Such Intangible Rights shall include, but are not limited to, those described in Schedule A. For avoidance of doubt, the Intangible Rights shall also include any and all worldwide right to the use of the Seller Intangible Assets, the Starlight Intangible Assets and the names and marks "Chris," "Christopher," "Radko," "Chris Radko," "Christopher Radko," "CR," and all variants, extensions, abbreviations, misspellings, combinations, and derivatives thereof and any names or marks confusingly similar thereto, whether or not such rights are registered or perfected, where such use is in any way related to, associated with, or similar to the Business (as defined in the Stock Purchase Agreement).

2. Protection. Assignors further assign all rights, and empower Assignee, its successors, assigns and nominees, to make applications for patent, trademark, copyright or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable

rights of priority in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of Assignee.

3. Further Assurances. Assignors further agree that Assignors will: (i) cooperate with Assignee in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registrations or applications; (ii) execute, verify, acknowledge and deliver all such further papers, including applications and instruments of transfer; (iii) perform such other acts as Assignee lawfully may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the Intangible Rights granted hereunder; and (iv) provide Assignee with a full description of all of such Intangible Rights and embodiments thereof sufficient to allow Assignee to register, prosecute, perfect, secure, maintain, enforce, exploit, and commercialize such Intangible Rights. In the event that Assignee is unable for any reason whatsoever to secure Assignors' signature to any document when so required to effectuate fully this Assignment, Assignors hereby irrevocably designate and appoint Assignee and Assignee's duly authorized officers and agents, as Assignors' agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignors.

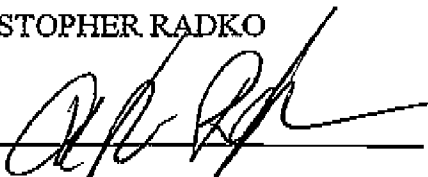
4. Warranty. Each of the Assignors represents and warrants that (i) it has all rights necessary to make the assignment herein and that all licenses included in such Intangible Rights are freely transferable to Assignee hereunder; (ii) the Intangible Rights are free of any liens or encumbrances; (iii) this assignment does not conflict with any other agreement or other instrument to which such Assignor is bound; and (iv) to the best of such Assignor's knowledge, the use of such Intangible Rights and any tangible representations or embodiments of such Intangible Rights do not infringe any Patent, Trademark, or Copyright, or misappropriate a Trade Secret or any Proprietary Information (as each of such terms are defined in Section 3.11 of the Stock Purchase Agreement). Each Assignor shall defend, indemnify and hold Assignee and its officers, directors, agents and employees harmless from liability resulting from a breach of any of the foregoing warranties.

5. General. The failure of a party to require performance by another party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement or the assignment of any Right is held to be illegal or unenforceable is determined to be invalid or unenforceable, such provision or assignment shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable. This Agreement shall be interpreted and controlled by and construed and enforced according to the laws of the State of New York without regard to conflicts of laws provisions thereof. This Agreement may be executed in multiple counterparts, each of which will be: considered an original, but all of which together will constitute one and the same instrument. Rauch Industries, Inc. and its affiliates and successors are express third party beneficiaries of this Agreement.


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IN WITNESS, WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.


CHRISTOPHER RADKO



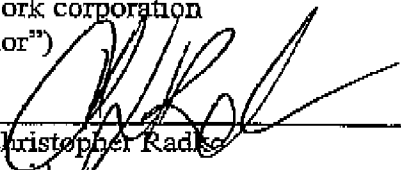
STARLIGHT GARDEN STATE, INC.  
a New Jersey corporation  
("Assignor")

By:   
Name: Christopher Radko  
Title: President

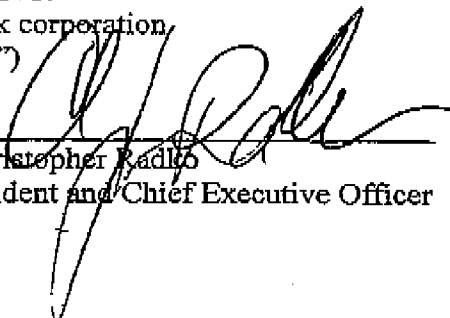
STARLIGHT ROOSEVELT FIELD, INC.  
a New York corporation  
("Assignor")

By:   
Name: Christopher Radko  
Title: President

STARLIGHT WOODBURY, INC.  
a New York corporation  
("Assignor")

By:   
Name: Christopher Radko  
Title: President

STARAD INC.  
a New York corporation  
("Assignee")

By:   
Name: Christopher Radko  
Title: President and Chief Executive Officer

Schedule A

Intangible Rights

Domain Names

- 1. christopherradko.org
- 2. shinybright.com
- 3. shinybrite.com
- 4. woodlandwinds.com

Trademarks

- 1. See the attached schedule of trademarks.

Copyrights

- 1. See the attached schedule of copyrights.

Trade Names

- 1. Starlight Garden State
- 2. Starlight Roosevelt Fields
- 3. Starlight Woodbury

License Agreements

- 1. See the attached schedule of license agreements.

CHRISTOPHER RADKO

Trademark Report by Mark  
Status: ACTIVE

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| COUNTRY                      | REFERENCE#  | FILED      | APPL#      | REGDT      | REG#       | STATUS     | CLASSES        |
|------------------------------|-------------|------------|------------|------------|------------|------------|----------------|
| <b>BRAVE HEART</b>           |             |            |            |            |            |            |                |
| UNITED STATES                | 350070-US39 | 1/11/2002  | 76/357,905 | 7/1/2003   | 2,733,229  | REGISTERED | 14,28          |
| <b>BUBBLE BRITE</b>          |             |            |            |            |            |            |                |
| UNITED STATES                | 350070/US28 | 3/27/2001  | 76/230,732 | 8/6/2002   | 2,805,824  | REGISTERED | 11,28          |
| <b>CHRISTOPHER RADKO</b>     |             |            |            |            |            |            |                |
| ARGENTINA                    | T00396AR0   | 1/14/1998  | 2125903    | 3/10/1999  | 1724553    | REGISTERED | 16             |
| ARGENTINA                    | T00396AR1   | 1/14/1998  | 2125904    | 3/10/1999  | 1724414    | REGISTERED | 21             |
| ARGENTINA                    | T00396AR2   | 1/14/1998  | 2125905    | 3/10/1999  | 1,724,415  | REGISTERED | 28             |
| AUSTRALIA                    | 350070-AU2  | 12/24/1997 | 751659     | 10/19/1999 | 751659     | REGISTERED | 16,21,28<br>14 |
| BRAZIL                       | T00396BR0   | 6/5/1998   | 820824666  |            |            | PUBLISHED  | 16             |
| BRAZIL                       | T00396BR1   | 6/5/1998   | 820824640  |            |            | PUBLISHED  | 20             |
| BRAZIL                       | T00396BR2   | 6/5/1998   | 820824658  | 7/4/2000   | 820824658  | PUBLISHED  | 28             |
| BRAZIL                       | 350070-BR7  | 2/14/2000  | 200001981  | 10/17/2000 | 200001981  | REGISTERED | 21             |
| BRAZIL                       | 350070-BR8  | 6/26/2002  | 824881738  |            |            | PENDING    | 26             |
| CANADA                       | 350070-CA2  | 12/24/1997 | 865,354    | 5/27/1999  | 512,334    | REGISTERED | 14,16,21<br>28 |
| CHINA                        | T00396CN0   | 1/1/1998   | 9800005821 | 9/7/1999   | 1310417    | REGISTERED | 16             |
| CHINA                        | T00396CN1   | 1/1/1998   | 9800005822 | 4/14/1999  | 1262885    | REGISTERED | 20             |
| CHINA                        | T00396CN2   | 1/1/1998   | 9800005823 | 5/20/1999  | 1275616    | REGISTERED | 21             |
| CHINA                        | T00396CN3   | 1/1/1998   | 9800005824 | 4/21/1999  | 1265683    | REGISTERED | 28             |
| CZECH REPUBLIC               | T00396CZ0   | 12/30/1997 | 128983     | 6/23/1999  | 218375     | REGISTERED | 16,28          |
| EUROPEAN UNION (CT RADKO005T |             | 4/1/1998   | 179267     | 1/26/2000  | 179267     | REGISTERED | 16,24,28       |
| HONG KONG                    | T00396HK0   | 1/29/1998  | 98 00904   | 1/20/2000  | 1349/2000  | PUBLISHED  | 20             |
| HONG KONG                    | T00396HK1   | 1/26/1998  | 98 00905   | 9/7/1998   | 10969/1999 | REGISTERED | 16             |
| INDIA                        | T00396IN0   | 12/24/1997 | 783535     | 12/24/1997 | 783535     | REGISTERED | 16             |
| INDIA                        | T00396IN2   | 12/24/1997 | 783528     |            |            | PENDING    | 28             |
| INDONESIA                    | T00396ID0   | 3/10/1998  | D98-4023   | 11/1/1999  | 434214     | REGISTERED | 16             |
| INDONESIA                    | T00396ID1   | 3/10/1998  | D98-4024   | 11/1/1999  | 434215     | REGISTERED | 21             |
| INDONESIA                    | T00396ID2   | 3/10/1998  | D98-4025   | 11/1/1999  | 434216     | REGISTERED | 28             |
| JAPAN                        | 350070-JP2  | 1/19/1998  | 2,919/1998 | 3/10/2000  | 4,367,150  | REGISTERED | 16,28          |
| MALAYSIA                     | T00396MY0   | 1/27/1998  | 9801154    |            |            | PENDING    | 16             |
| MALAYSIA                     | T00396MY1   | 1/27/1998  | 9801153    |            |            | PENDING    | 21             |
| MALAYSIA                     | T00396MY2   | 1/27/1998  | 9801152    |            |            | PENDING    | 28             |
| MEXICO                       | T00396MX0   | 1/7/1998   | 318987     | 3/29/2000  | 648,229    | REGISTERED | 21             |
| MEXICO                       | T00396MX1   | 1/7/1998   | 318889     | 4/19/2000  | 650,853    | REGISTERED | 16             |

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| COUNTRY                                  | REFERENCE#  | FILED     | APPL#      | REGDT      | REG#      | STATUS     | CLASSES           |
|--|-------------|-----------|------------|------------|-----------|------------|-------------------|
| CHRISTOPHER RADKO <i>continued . . .</i> |             |           |            |            |           |            |                   |
| MEXICO                                   | T00396MX2   | 1/7/1998  | 318890     | 8/31/2000  | 670668    | REGISTERED | 28                |
| POLAND                                   | T00396PL0   | 1/9/1998  | Z-182063   | 11/21/2001 | 129439    | REGISTERED | 16,28             |
| ROMANIA                                  | T00396RO0   | 1/5/1998  | 47644      | 5/24/2000  | 33025     | PUBLISHED  | 16,18             |
| SLOVAK REPUBLIC                          | T00396SK0   | 1/9/1998  | 98-0051    | 3/20/2000  | 189953    | REGISTERED | 16,28             |
| SOUTH KOREA                              | 350070-KR8  | 1/21/1998 | 1522/98    | 3/12/1999  | 443981    | REGISTERED | 18                |
| SOUTH KOREA                              | 350070-KR9  | 1/21/1998 | 1524/98    | 2/19/1999  | 441964    | REGISTERED | 25                |
| SOUTH KOREA                              | 350070-KR10 | 1/21/1998 | 1523/98    | 4/1/1999   | 445577    | REGISTERED | 21                |
| SOUTH KOREA                              | 350070-KR11 | 1/21/1998 | 1525/98    | 3/10/1999  | 443986    | REGISTERED | 26                |
| SOUTH KOREA                              | 350070-KR12 | 1/21/1998 | 1526/98    | 1/21/1999  | 436770    | REGISTERED | 29                |
| SOUTH KOREA                              | 350070-KR13 | 1/21/1998 | 1528/98    | 2/3/1999   | 440576    | REGISTERED | 52                |
| SOUTH KOREA                              | 350070-KR14 | 1/21/1998 | 1527/98    | 2/24/1999  | 442542    | REGISTERED | 43                |
| TAIWAN                                   | T00396TW0   | 2/11/1998 | 87005518   | 4/1/1999   | 00845844  | REGISTERED | 20                |
| TAIWAN                                   | T00396TW1   | 2/11/1998 | 87005520   | 3/16/1999  | 00844304  | REGISTERED | 28                |
| UNITED STATES                            | 350070-US7  | 4/25/1995 | 74/695,592 | 9/24/1996  | 2,002,475 | REGISTERED | 28                |
| UNITED STATES                            | 350070-US8  | 2/18/1998 | 75/436,095 | 10/22/2002 | 2,639,933 | REGISTERED | 14,16,20<br>21,28 |

**CHRISTOPHER RADKO (STYLIZED)**

|               |             |           |            |           |           |            |    |
|---------------|-------------|-----------|------------|-----------|-----------|------------|----|
| UNITED STATES | 350070-US10 | 4/25/1995 | 74/665,688 | 9/24/1996 | 2,002,475 | REGISTERED | 28 |
|---------------|-------------|-----------|------------|-----------|-----------|------------|----|

**CHRISTOPHER RADKO AND DESIGN**

|               |             |           |            |           |           |            |                   |
|---------------|-------------|-----------|------------|-----------|-----------|------------|-------------------|
| THAILAND      | T00396TH0   | 2/24/1998 | 355007     | 2/23/1998 | TM 90278  | REGISTERED | 21                |
| THAILAND      | T00396TH1   | 2/24/1998 | 355008     | 2/24/1998 | TM68474   | REGISTERED | 20                |
| THAILAND      | T00396TH2   | 2/24/1998 | 355006     | 2/24/1998 | 94273     | REGISTERED | 14                |
| UNITED STATES | 350070-US11 | 4/25/1995 | 74/665,860 | 10/8/1996 | 2,005,720 | REGISTERED | 28                |
| UNITED STATES | 350070-US12 | 2/20/1998 | 75/437,885 | 12/3/2002 | 2,656,759 | REGISTERED | 14,16,20<br>21,28 |

**CHRISTOPHER RADKO HOME FOR THE HOLIDAYS & DESIGN**

|               |            |           |            |            |           |            |    |
|---------------|------------|-----------|------------|------------|-----------|------------|----|
| UNITED STATES | 350070-US1 | 4/25/1997 | 75/281,445 | 10/12/1999 | 2,286,037 | REGISTERED | 09 |
| UNITED STATES | 350070-US2 | 4/25/1997 | 75/281,436 | 3/21/2000  | 2,333,528 | REGISTERED | 8  |
| UNITED STATES | 350070-US3 | 4/25/1997 | 75/281,435 | 4/13/1999  | 2,239,538 | REGISTERED | 14 |
| UNITED STATES | 350070-US4 | 4/25/1997 | 75/281,403 | 10/26/1999 | 2,289,283 | REGISTERED | 24 |
| UNITED STATES | 350070-US5 | 4/25/1997 | 75/281,401 | 10/8/1999  | 2,283,705 | REGISTERED | 20 |
| UNITED STATES | 350070-US6 | 4/25/1997 | 75/280,941 | 8/1/2000   | 2,373,209 | REGISTERED | 4  |

**CHRISTOPHER RADKO LITTLE GEMS COLLECTION**

|               |             |           |            |           |           |            |    |
|---------------|-------------|-----------|------------|-----------|-----------|------------|----|
| UNITED STATES | 350070-US29 | 5/24/2001 | 76/262,072 | 2/29/2002 | 2,543,007 | REGISTERED | 21 |
|---------------|-------------|-----------|------------|-----------|-----------|------------|----|

**DEER FRIENDS**

|               |             |           |            |          |           |            |       |
|---------------|-------------|-----------|------------|----------|-----------|------------|-------|
| UNITED STATES | 350070-US20 | 2/18/1998 | 75/436,086 | 9/5/2000 | 2,383,739 | REGISTERED | 20,28 |
|---------------|-------------|-----------|------------|----------|-----------|------------|-------|



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| COUNTRY                 | REFERENCE#  | FILED      | APPL#      | REGDT      | REG#       | STATUS     | CLASSES        |
|-------------------------|-------------|------------|------------|------------|------------|------------|----------------|
| <b>DESIGN</b>           |             |            |            |            |            |            |                |
| UNITED STATES           | 350070-US13 | 4/25/1995  | 74685,591  | 10/8/1996  | 2,005,716  | REGISTERED | 28             |
| <b>DESIGN (OF STAR)</b> |             |            |            |            |            |            |                |
| AUSTRALIA               | 350070-AU1  | 12/24/1997 | 751690     | 10/19/1999 | 751690     | REGISTERED | 14,16,21<br>28 |
| BRAZIL                  | T00278BR0   | 6/5/1998   | 820824882  |            |            | PUBLISHED  | 16             |
| BRAZIL                  | T00278BR1   | 6/5/1998   | 820824831  |            |            | PUBLISHED  | 20             |
| BRAZIL                  | T00278BR2   | 6/5/1998   | 820824823  |            |            | PUBLISHED  | 28             |
| CANADA                  | 350070-CA1  | 12/24/1997 | 865,355    | 4/28/1999  | 511,206    | REGISTERED | 14,16,21<br>28 |
| CHINA                   | T00278CN1   | 1/1/1998   | 9800005827 | 5/20/1999  | 1275617    | REGISTERED | 21             |
| CHINA                   | T00278CN2   | 1/1/1998   | 9800005826 | 4/21/1999  | 1265380    | REGISTERED | 20             |
| CHINA                   | T00278CN3   | 1/1/1998   | 9800005825 | 5/20/1999  | 1275454    | REGISTERED | 16             |
| CZECH REPUBLIC          | T00278CZ0   | 12/30/1997 | 128962     | 6/23/1999  | 218374     | REGISTERED | 16,28          |
| EUROPEAN UNION (CT      | T00278EU0   | 12/31/1997 | 713792     | 7/11/1999  | 713792     | REGISTERED | 16,21,28       |
| HONG KONG               | T00278HK0   | 1/26/1998  | 98 00902   | 11/16/1999 | 14132/1999 | PUBLISHED  | 20             |
| HONG KONG               | T00278HK1   | 1/26/1998  | 98 00903   | 1/26/1998  | 4782/1998  | REGISTERED | 16             |
| INDIA                   | T00278IN0   | 12/24/1997 | 783529     |            |            | PENDING    | 16             |
| INDIA                   | T00278IN2   | 12/24/1997 | 783534     |            |            | PENDING    | 28             |
| INDONESIA               | T00278ID0   | 3/10/1998  | D98-4020   | 11/1/1999  | 434210     | REGISTERED | 16             |
| INDONESIA               | T00278ID1   | 3/10/1998  | D98-4021   | 11/1/1999  | 434212     | REGISTERED | 21             |
| INDONESIA               | T00278ID2   | 3/10/1998  | D98-4022   | 11/1/1999  | 434213     | REGISTERED | 28             |
| JAPAN                   | 350070-JP1  | 1/19/1998  | 2,920/1998 | 3/10/2000  | 4,367,151  | REGISTERED | 16,28          |
| MALAYSIA                | T00278MY0   | 1/27/1998  | 9801151    |            |            | PENDING    | 16             |
| MALAYSIA                | T00278MY1   | 1/27/1998  | 9801150    |            |            | PENDING    | 21             |
| MALAYSIA                | T00278MY2   | 1/27/1998  | 9801155    | 8/1/2002   | 9801155    | REGISTERED | 28             |
| MEXICO                  | T00278MX0   | 1/7/1998   | 318883     | 1/31/2001  | 684,758    | REGISTERED | 16             |
| MEXICO                  | T00278MX1   | 1/7/1998   | 318891     | 7/30/2002  | 756786     | REGISTERED | 21             |
| MEXICO                  | T00278MX2   | 1/7/1998   | 318892     | 3/25/2002  | 738,813    | REGISTERED | 28             |
| POLAND                  | T00278PL0   | 1/9/1998   | Z-182062   | 12/19/2001 | 129855     | REGISTERED | 16,28          |
| ROMANIA                 | T00278RO0   | 1/5/1998   | 47645      | 5/24/2000  | 33026      | PUBLISHED  | 16,18          |
| SLOVAK REPUBLIC         | T00278SK0   | 1/9/1998   | 98-0052    | 5/26/2000  | 180190     | PUBLISHED  | 16,28          |
| SOUTH KOREA             | 350070-KR1  | 1/21/1998  | 1529/98    | 3/12/1999  | 443882     | REGISTERED | 18             |
| SOUTH KOREA             | 350070-KR2  | 1/21/1998  | 1533/98    | 1/21/1999  | 438771     | REGISTERED | 29             |
| SOUTH KOREA             | 350070-KR3  | 1/21/1998  | 1534/98    | 2/24/1999  | 442544     | REGISTERED | 43             |
| SOUTH KOREA             | 350070-KR4  | 1/21/1998  | 1535/98    | 2/3/1999   | 440877     | REGISTERED | 52             |
| SOUTH KOREA             | 350070-KR5  | 1/21/1998  | 1530/98    | 2/24/1999  | 442543     | REGISTERED | 21             |
| SOUTH KOREA             | 350070-KR6  | 1/21/1998  | 1531/98    | 4/27/1999  | 447058     | REGISTERED | 26             |

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STARAD INC.

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| COUNTRY                                 | REFERENCE#  | FILED      | APPL#      | REGDT      | REG#      | STATUS     | CLASSES              |
|---|-------------|------------|------------|------------|-----------|------------|----------------------|
| <i>DESIGN (OF STAR) continued . . .</i> |             |            |            |            |           |            |                      |
| SOUTH KOREA                             | 350070-KR7  | 1/21/1998  | 1532/98    | 3/10/1999  | 443687    | REGISTERED | 26                   |
| SRI LANKA                               | T00276LK0   | 2/11/1998  | 88770      | 4/30/2002  | 86770     | REGISTERED | 21                   |
| TAIWAN                                  | T00278TW0   | 2/11/1998  | 87005519   | 5/1/1999   | 00850412  | REGISTERED | 20                   |
| TAIWAN                                  | T00278TW1   | 2/11/1998  | 87005521   | 3/18/1999  | 00844305  | REGISTERED | 28                   |
| <b>FANTASIA</b>                         |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US27 | 3/27/2001  | 76/230,731 | 9/10/2002  | 2,818,816 | REGISTERED | 28                   |
| <b>KLIPTONS</b>                         |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US30 | 5/24/2001  | 76/262,071 | 11/4/2003  | 2,780,119 | REGISTERED | 11                   |
| <b>RADKO</b>                            |             |            |            |            |           |            |                      |
| SRI LANKA                               | 350070-LK3  | 2/11/1998  | 88771      |            |           | PENDING    | 21                   |
| UNITED STATES                           | 350070-US14 | 10/30/1995 | 75/011,984 | 10/8/1996  | 2,005,196 | REGISTERED | 28                   |
| <b>RISING STAR STORE</b>                |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US15 | 6/20/1997  | 75/312,132 | 6/8/1999   | 2,251,854 | REGISTERED | 35                   |
| <b>SHIMMER GLOW</b>                     |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US35 | 8/13/2001  | 76/299,702 | 4/2/2002   | 2,555,982 | REGISTERED | 04                   |
| <b>SHINY BRITE</b>                      |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US16 | 3/18/1997  | 75/259,908 | 6/21/2001  | 2,480,202 | REGISTERED | 28                   |
| UNITED STATES                           | 350070-US25 | 2/12/2001  | 76/208,402 |            |           | ALLOWED    | 16,20,21             |
| UNITED STATES                           | 350070-US   | 2/12/2001  | 75/982,774 | 10/22/2002 | 2,640,355 | REGISTERED | 04,08,11<br>28       |
| <b>SPARKLETOWN</b>                      |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US32 | 6/5/2001   | 76/287,399 |            |           | ALLOWED    | 08,11,16<br>20,21,28 |
| <b>STAR DESIGN (NEW)</b>                |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US24 | 7/30/1999  | 75/784,807 | 7/29/2003  | 2,742,432 | REGISTERED | 20                   |
| UNITED STATES                           | 350070-US33 | 7/30/1999  | 75/980,818 | 4/2/2002   | 2,557,045 | REGISTERED | 28                   |
| <b>STARLIGHT</b>                        |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US17 | 6/18/1997  | 75/311,087 | 1/5/1999   | 2,215,944 | REGISTERED | 16                   |
| <b>STARLIGHT STORE</b>                  |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US9  | 3/22/1999  | 75/685,396 | 9/10/2002  | 2,816,182 | REGISTERED | 35                   |
| <b>THE DESIGNER TREE</b>                |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US22 | 7/21/1998  | 75/525,770 | 7/4/2000   | 2,383,757 | REGISTERED | 28,42                |
| <b>TWIRL-BRITE</b>                      |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US31 | 6/5/2001   | 76/267,398 | 10/7/2003  | 2,772,208 | REGISTERED | 11,28                |
| <b>WIGGLEHEAD</b>                       |             |            |            |            |           |            |                      |
| UNITED STATES                           | 350070-US40 | 5/21/2002  | 76/410,385 | 4/15/2003  | 2,706,803 | REGISTERED | 16,20,28             |

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| COUNTRY | REFERENCE# | FILED | APPL# | REGDT | REG# | STATUS | CLASSES |
|---------|------------|-------|-------|-------|------|--------|---------|
|---------|------------|-------|-------|-------|------|--------|---------|

**WOODLAND WINDS**

|               |             |           |            |           |           |            |       |
|---------------|-------------|-----------|------------|-----------|-----------|------------|-------|
| UNITED STATES | 350070-US19 | 2/18/1998 | 75/436,084 | 3/21/2000 | 2,333,731 | REGISTERED | 20,28 |
|---------------|-------------|-----------|------------|-----------|-----------|------------|-------|

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TOTAL ITEMS SELECTED = 116