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Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NON-RECORDATION OF DOCUMENT 700176237A FOR INTANGIBLE ASSET TRANSFER AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Starlight Garden State, Inc.		103/08/2005	CORPORATION: NEW JERSEY
Starlight Roosevelt Fields, Inc.		03/08/2005	CORPORATION: NEW YORK
Starlight Woodbury, Inc.		03/08/2005	CORPORATION: NEW YORK
Christopher Radko		03/08/2005	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Starad, Inc.
Street Address:	500 Saw Mill River Road
City:	Elmsford
State/Country:	NEW YORK
Postal Code:	10523
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2733229	BRAVE HEART
Registration Number:	2605824	BUBBLE BRITE
Registration Number:	2002475	CHRISTOPHER RADKO
Registration Number:	2639933	CHRISTOPHER RADKO
Registration Number:	2002476	CHRISTOPHER RADKO
Registration Number:	2005720	CHRISTOPHER RADKO
Registration Number:	2656759	CHRISTOPHER RADKO
Registration Number:	2286037	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS
Registration Number:	2333528	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS
Registration Number:	2239538	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS

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Registration Number:	2289283	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS
Registration Number:	2283705	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS
Registration Number:	2373209	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS
Registration Number:	2543007	CHRISTOPHER RADKO LITTLE GEMS COLLECTION
Registration Number:	2383739	DEER FRIENDS
Registration Number:	2005716	
Registration Number:	2618916	FANTASIA
Registration Number:	2780119	KLIPTONS
Registration Number:	2006196	RADKO
Registration Number:	2251854	RISING STAR STORE
Registration Number:	2555982	SHIMMER-GLOW
Registration Number:	2480202	SHINY BRITE
Registration Number:	2640355	SHINY BRITE
Serial Number:	76267399	SPARKLETOWN
Registration Number:	2742432	R
Registration Number:	2557045	R
Registration Number:	2215944	STARLIGHT
Registration Number:	2616182	STARLIGHT STORE
Registration Number:	2363757	THE DESIGNER TREE
Registration Number:	2772208	TWIRL-BRITE
Registration Number:	2706803	WIGGLEHEAD
Registration Number:	2333731	WOODLAND WINDS
Serial Number:	76208402	SHINY BRITE

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue; Suite 3000

Address Line 2: Patton Boggs, LLP
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	08/22/2005 TRADEMARK

REEL: 003144 FRAME: 0336

Total Attachments: 9

source=Intangible Asset Transfer Agreement#page1.tif source=Intangible Asset Transfer Agreement#page2.tif source=Intangible Asset Transfer Agreement#page3.tif source=Intangible Asset Transfer Agreement#page4.tif source=Intangible Asset Transfer Agreement#page5.tif source=Intangible Asset Transfer Agreement#page6.tif source=Intangible Asset Transfer Agreement#page7.tif source=Intangible Asset Transfer Agreement#page8.tif source=Intangible Asset Transfer Agreement#page9.tif

EXHIBIT B

INTANGIBLE ASSET TRANSFER AGREEMENT

THIS INTANGIBLE ASSET TRANSFER AGREEMENT ("Assignment") dated as of the 8th 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"). 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).
- <u>Protection</u>. 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

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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-infact 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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237731.01 316611v4 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
- Aft Aft
STARLIGHT GARDEN STATE, INC.
a New Jergey corporation
("Assignor")
Ву:
Name: Christopher Kadko
Title: President
STARLIGHT ROOSEVELT FIELD, INC.
a New York corporation
("Assignor"))
MA WAA
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")
Ву:
Name: Christopher Radio
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.

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CHRISTOPHER RADKO

COUNTRY	REFERENCE#	FILED	APPL#	DEADE	DEA.		
	TELENCINOE#	FILEU	APPL#	REGDT	REG#	STATUS	CLASSES
BRAVE HI ART							
UNITED STATES	350070-U\$39	1/11/2002	76/357,905	7/1/2003	2,733,229	REGISTERED	14,28
BUBBLE BRITE					•		
UNITED STATES	350070/US26	3/27/2001	76/230,732	8/6/2002	2,805,824	REGISTERED	11,28
CHRISTOI HER RA	ADKO						
ARGENTINA	T00396AR0	1/14/1998	2125903	3/10/1999	1724553	REGISTERED	16
ARGENTINA	T00396AR1	1/14/1998	2125804	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
BRAZIL							14
BRAZIL	T00396BR0	6/5/1998	820824666			PUBLISHED	16
BRAZIL .	T00396BR1	6/5/1/998	820824640			PUBLISHED	20
BRAZIL .	T00398BR2	6/5/1998	820824658	7/4/2000	820824658	PUBLISHED.	28
BRAZIL	350070-BR7	2/14/2000	200001981	10/17/2000	200001981	REGISTERED	21
CANADA	350070-BR8	6/26/2002	824681738			PENDING	26
CANADA	350070-CA2	12/24/1997	865,354	5/27/1999	512,334	REGISTERED	14,16,21 28
CHINA	T00398CN0	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 REPLBLIC	T00396CZ0	12/30/1997	128963	6/23/1999	218375	REGISTERED	16,28
EUROPEAN LINION (CT	RADKO006T	4/1/1996	179267	1/26/2000	179267	REGISTERED	16,24,28
HONG KONG	T00396HK0	1/28/1998	98 00904	1/20/2000	1349/2000	PUBLISHED	20
HONG KONG	T00396HK1	1/26/1998	98 00905	9/7/1999	10969/1999	REGISTERED	16
INDIA	T00396!N0	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
NDONESIA	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		4/19/2000		-	

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	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
							07.0000
CHRISTOPHER RADK							
MEXICO	T00386MX2	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 REPIJBLIC	T00396SK0	1/9/1998	98-0051	3/20/2000	189853	REGISTERED	16,28
SOUTH KORE A	350070-KR8	1/21/1998	1522/98	3/12/1999	443981	REGISTERED	18
SOUTH KORE A	350070-KR9	1/21/1998	1524/98	2/19/1999	441964	REGISTERED	25
SOUTH KORE A	350070-KR10	1/21/1998	1523/98	4/1/1999	445577	REGISTERED	21
OUTH KORE A	350070-KR11	1/21/1998	1525/88	3/10/1999	443686	REGISTERED	26
OUTH KORE A	350070-KR12	1/21/1998	1526/98	1/21/1999	438,770	REGISTERED	29
OUTH KORE A	350070-KR13	1/21/1998	1528/98	2/3/1999	440576	REGISTERED	52
OUTH KORE 4	350070-KR14	1/21/1998	1527/98	2/24/1999	442542	REGISTERED	43
AIWAN	T00396TW0	2/11/1998	87005518	4/1/1999	00845844	REGISTERED	20
AIWAN	T00396TW1	2/11/1998	87005520	3/16/1999	00844304	REGISTERED	28
NITED STATES	350070-US7	4/25/1995	74/665,592	9/24/1996	2,002,475	REGISTERED	28
NITED STATES	350070-US8	2/18/1998	75/436,095	10/22/2002	2,639,933	REGISTERED	14,16,20
	•				•		21,28
HRISTOF HER RA	ADKO (STYLIZEI	D)					
NITED STATES	350070-US10	4/25/1995	74/665,593	9/24/1996	2,002,476	REGISTERED	28
CHRISTOF HER RA	ADKO AND DESIG	GN					
HAILAND	T00398TH0	2/24/1998	355007	2/23/1998	TM 90278	REGISTERED	21
HAILAND	T00398TH1	2/24/1998	355008	2/24/1998	TM88474	REGISTERED	20
HAILAND	T00398TH2	2/24/1998	355006	2/24/1998	94273	REGISTERED	14
NITED STATES	350070-US11	4/25/1995	74/665,880	10/8/1996	2,005,720	REGISTERED	28
NITED STATES	350070-US12	2/20/1998	75/437,885	12/3/2002	2,656,759	REGISTERED	14,16,20
							21,28
HRISTOF HER RA	··		DAYS & DESI	GN			
NITED STATES	350070-US1	4/25/1997	75/281,445	10/12/1999	2,286,037	REGISTERED	03
NITED STATES	350070-US2	4/25/1997	75/281,436	3/21/2000	2,333,528	REGISTERED	8
NITED STATES	350070-U\$3	4/25/1997	75/281,435	4/13/1999	2,239,538	REGISTERED	14
NITED STATES	350070-US4	4/25/1997	75/281,403	10/26/1999	2,289,283	REGISTERED	24
NITED STATES	350070-US5	4/25/1997	75/281,401	10/5/1899	2,283,705	REGISTERED	20
NITED STATES	350070-US6	4/25/1997	75/280,941	8/1/2000	2,373,209	REGISTERED	4
HRISTOFHER RA	DKO LITTLE GE	MS COLLEG	CTION				
NITED STATES	350070-US29	5/24/2001	76/262,072	2/26/2002	2,543,007	REGISTERED	21
					,		- .
EER FRIINDS							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	Page 3 CLASSES
						3171100	CLASSES
DESIGN UNITED STATES	250070 (1042	AMP/AODE	71/008 #04			······································	
DMILLOGIATES	350070-US13	4/25/1995	74/665,591	10/6/1996	2,005,716	REGISTERED	28
DESIGN (OF STAR)						
AUSTRALIA	350070-AU1	12/24/1997	751660	10/19/1999	751660	REGISTERED	14,16,21
BRAZIL	T00278BR0	6/5/1998	820824682			PUBLISHED	16
BRAZIL	T00278BR1	6/5/1998	820824631			PUBLISHED	20
BRAZIL	T00278BR2	6/5/1998	820824623			PUBLISHED	28
CANADA	350070-CA1	12/24/1997	865,355	4/28/1999	511,206	REGISTERED	14,16,21 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
ZECH REPUBLIC	T00278CZ0	12/30/1997	128962	6/23/1999	218374	REGISTERED	16,28
UROPEAN UNION (CT	T00278EU0	12/31/1997	713792	7/1/1999	713792	REGISTERED	16,21,28
IONG KONG	T00278HK0	1/26/1998	98 00902	11/16/1999	14132/1999	PUBLISHED	. 20
IONG KONG	T00278HK1	1/26/1998	98 00903	1/26/1998	4782/1999	REGISTERED	16
NDIA	T00278IN0	12/24/1997	783529			PENDING	16
NDIA	T00278IN2	12/24/1997	783534	•		PENDING	28
NDONESIA	T00278ID0	3/10/1998	D98-4020	11/1/1999	434210	REGISTERED	16
NDONESIA	T00278ID1	3/10/1998	D98-4021	11/1/1999	434212	REGISTERED	21
IDONESIA	T00278ID2	3/10/1998	D98-4022	11/1/1999	434213	REGISTERED	28
APAN	350070-JP1	1/19/1998	2,920/1998	3/10/2000	4,367,151	REGISTERED	16,28
ALAYSIA	T00278MY0	1/27/1998	9801151			PENDING	16
ALAYSIA	T00278MY1	1/27/1998	9801150			PENDING	21
ALAYSIA•	T00278MY2	1/27/1998	9801155	8/1/2002	9801155	REGISTERED	28
EXICO	T00278MX0	1/7/1998	318883	1/31/2001	684,759	REGISTERED	16
EXICO	T00278MX1	1/7/1998	318991	7/30/2002	756765	REGISTERED	21
EXICO	T00278MX2	1/7/1998	318992	3/25/2002	738,813	REGISTERED	28
OLAND	T00278PL0	1/9/1998	Z-182062	12/19/2001	129855	REGISTERED	16,28
OMANIA	T00278RO0	1/5/1998	47645	5/24/2000	33026	PUBLISHED	16,18
OVAK REPIJBLIC	T00278\$K0	1/9/1998	98-0052	5/26/2000	190190	PUBLISHED	16,28
DUTH KORE 4	350070-KR1	1/21/1998	1529/98	3/12/1999	443982	REGISTERED	18
DUTH KORE 4	350070-KR2	1/21/1998	1533/98	1/21/1999	438771	REGISTERED	29
OUTH KOREA	350070-KR3	1/21/1998	1534/98		442544	REGISTERED	43
OUTH KOREA	350070-KR4	1/21/1998	1535/98		440577	REGISTERED	52
OUTH KOREA	350070-KR5	1/21/1998	1530/98		442543	REGISTERED	
OUTH KORE 4			·		TAUTU	nedio (ERED	21

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	Printed: 2/23/2005	Page 4
وسون بجونوب والمراجع		1,420	74 I Lat	NEGUI	KEG#	STATUS	CLASSES
DESIGN (OF L'TAR)	continued						
SOUTH KOREA	350070-KR7	1/21/1998	1532/98	3/10/1999	443687	REGISTERED	2
SRI LANKA	T00278LK0	2/11/1998	86770	4/30/2002	86770	REGISTERED	2
TAIWAN	T00278TW0	2/11/1998	87005519	5/1/1999	00850412	REGISTERED	2
TAIWAN	T00278TW1	2/11/1998	87005521	3/16/1999	00844305	REGISTERED	2
FANTASIA							
UNITED STATES	350070-US27	3/27/2001	76/230,731	9/10/2002	2,618,916	REGISTERED	2
KLIPTONS							
UNITED STATES	350070-US30	5/24/2001	76/262,071	11/4/2003	2,780,119	REGISTERED	1
RADKO					•		•
SRI LANKA	350070-LK3	2/11/1998	86771				····
UNITED STATES	350070-US14	10/30/1995		40/0/4000	0.000.400	PENDING	21
•		10/00/1390	70/011,804	10/8/1996	2,006,196	REGISTERED	28
RISING STAR ST							
JNITED STAT ES	350070-US15	6/20/1997	75/312,132	6/8/1999	2,251,854	REGISTERED	35
SHIMMER-GLO	W		•				
UNITED STAT IS	350070-US35	8/13/2001	76/299,702	4/2/2002	2,555,982	REGISTERED	04
SHINY BRI LE							
INITED STATIES	350070-US16	3/19/1997	75/259,908	8/21/2001	2,480,202	REGISTERED	28
NITED STATIES	350070-US25	2/12/2001	76/208,402			ALLOWED	16,20,21
INITED STATES	350070-3US	2/12/2001	75/982,774	10/22/2002	2,640,355	REGISTERED	04,08,11
						.,	28
PARKLET OWN							
NITED STATIES	350070-US32	6/5/2001	76/267,399			ALLOWED	08,11,16
TAR DESI IN (N	DEW)						20,21,28
NITED STATIES	350070-US24	7/30/1999	75/764,807	7/29/2003	2,742,432	REGISTERED	
NITED STATIES	350070-US33	7/30/1999	75/980,819	4/2/2002	2,557,045		20
				***************************************	F1001 1040	REGISTERED	28
TARLIGH'I	000000000000000000000000000000000000000				······	· · · · · · · · · · · · · · · · · · ·	
NITED STATIES	350070-US17	6/18/1997	75/311,087	1/5/1999	2,215,944	REGISTERED	16
TARLIGH F STO	RE						
NITED STATIES	350070-US9	3/22/1999	75/685,396	9/10/2002	2,616,182	REGISTERED	35
HE DESIGNER	TREE						
NITED STATIS	350070-US22	7/21/1998	75/525,770	7/4/2000	2,363,757	REGISTERED	28,42
WIRL-BRITE							
NITED STATI:S	350070-US31	6/5/2001	76/267,398	10/7/2003	2,772,208	REGISTERED	11,28
VIGGLEHI;AD							•
NITED STATIS	350070-US40	5/21/2002	78/440 205	Aldemon	0 700 000	B	
		SE HEVUL	7 6 /410,385	4/15/2003	2,706,803	REGISTERED	16,20,28

Trademark Report by	Mark				F	Printed: 2/23/2005 Pa	ige 5
COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS CL	ASSES
WOODLAND WI	INDS						
UNITED STATES	350070-US19	2/18/1998	75/438,094	3/21/2000	2,333,731	REGISTERED	20,28
			END OF REPORT			TOTAL ITEMS SELECTED =	116

TRADEMARK

REEL: 003144 FRAME: 0346