

01/05/2006
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Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

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)/Execution Date(s):

JayRam, Inc.

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

Citizenship Florida

Execution Date(s) October 31, 2005

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

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No
Name: K&M Associates L.P.

Internal Address: _____

Street Address: 425 Dexter Street

City: Providence

State: RI

Country: _____ Zip: 02840-9567

Association - Citizenship _____

General Partnership - Citizenship _____

Limited Partnership Citizenship Rhode Island

Corporation - Citizenship _____

Other _____

Citizenship _____

if assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Other _____
- Merger
- Change of Name

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

A. Trademark Application No(s).

78218375

B. Trademark Registration No(s).

Additional numbers attached? Yes No

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

Bruce J. Goldner Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3000
Fax: (212) 735-2000
bgoldner@skadden.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 1.21(h) and 3.41) \$40

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 037690/1)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Michael McGuire

9. Signature.



January 4, 2006

Date

Signature

Bruce J. Goldner

Name of Person Signing

Total number of pages including cover sheet, and documents:

6

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of October 31, 2005 ("Assignment"), is by JayRam, Inc., a Florida corporation (the "Assignor"), in favor of K&M Associates L.P., a Rhode Island limited partnership (the "Assignee").

WITNESSETH

WHEREAS, Assignor is the owner of the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 31, 2005 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee the Trademarks, among other assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, all of Assignor's right, title, and interest in and to the Trademarks and any renewals thereof, together with the good will symbolized by and associated with the business conducted under said trademarks in the United States and in all foreign countries and jurisdictions, together with all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for any and all legal and equitable claims for past, present and/or future infringement, damages, or other unauthorized use of the rights assigned to Assignee hereunder.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

JAYRAM, INC.

By: *G. S. Strimling*
Name: G. S. STRIMLING
Title: PRESIDENT.

Acknowledged and Accepted:

ASSIGNEE:

K&M ASSOCIATES L.P.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

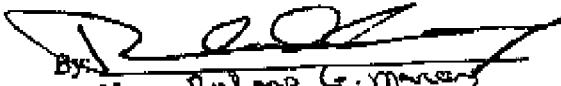
JAYRAM, INC.

By: _____
Name:
Title:

Acknowledged and Accepted:

ASSIGNEE:

K&M ASSOCIATES L.P.

By: 
Name: Richard G. Mancini
Title: President