

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
K&R International, LLC		02/09/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amerex Group, LLC		
<b>Street Address:</b>	512 Seventh Avenue, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1149881	LITTLE DIPPERS	
Registration Number:	1424939	PACIFIC ISLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)953-7201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 415-9200		
<b>Email:</b>	ny.trademark@dorsey.com		
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	250 Park Avenue, 15th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10177		
<b>ATTORNEY DOCKET NUMBER:</b>	443115-00028		
<b>NAME OF SUBMITTER:</b>	Sandra Edelman		
<b>Signature:</b>	/se/		

OP \$65.00 1149881

Date:

05/09/2006

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**  
**by K&R International, LLC**

WHEREAS, pursuant to that certain Purchase and Contribution Agreement dated as of January 3, 2006, by and among Amerex Group Inc., a New York corporation, Amerex Group, LLC, a Delaware limited liability company, and Ira Ganger (the "Purchase Agreement"), Amerex Group Inc. and its affiliate companies have agreed to sell the Purchased Assets (as defined in the Purchase Agreement) to Amerex Group, LLC; and

WHEREAS, in order to effectuate the assignment to Amerex Group, LLC ("Assignee") of the entire rights, title and interests in and to the intellectual property of Amerex Group Inc. and its affiliate companies being sold to Assignee pursuant to the Purchase Agreement, K&R International, LLC ("Assignor") is executing this instrument of assignment, effective of January 3, 2006,

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys, as of January 3, 2006, to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, all the domestic and foreign trademarks (including common-law trademarks), service marks, trade names, trade dress, slogans, logos and other proprietary rights to various words and emblems used to operate the Business (as that term is defined in the Purchase Agreement) (collectively, the "Trademarks"), including, without limitation, the registrations and pending applications set forth on Exhibit A attached hereto.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and/or future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby represents, warrants and covenants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free and clear of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of trademark rights, or to secure registrations before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense, including, without limitation, the execution and delivery of any documentation necessary to transfer any rights, title and interest in and to any of the Trademarks which is acquired by the

Assignor after the date hereof pursuant to the terms of the Shvetz Agreement (as defined in the Purchase Agreement).

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment shall be governed by, and shall be construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the State of New York.

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

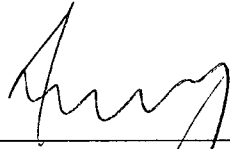
If any provision of this Trademark Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Trademark Assignment.

This Trademark Assignment, to the extent signed and delivered by means of facsimile machine, shall be treated in all manner and respects as an original copy and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date above first written.

Dated: February 9, 2006

K&R INTERNATIONAL, LLC

By:   
Name: Ira Ganger  
Its: Manager & Secretary

**EXHIBIT A**

<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>
UNITED STATES	LITTLE DIPPERS & Design	1,149,881
UNITED STATES	PACIFIC ISLES	1,424,939