

Client Code: WEBSAU3.004TIS

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Hartz & Company, Inc.</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Corporation of: Maryland</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Primatch Corporation Internal Address: Suite 1401 Street Address: 60 West 23rd Street City: New York State: New York ZIP: 10010</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Corporation of: Delaware</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>March 28, 2006</p>	<p>4. Application number(s) or registration number(s):</p> <p>a. Trademark Application No(s):</p> <p>b. Trademark Registration No(s): 2,567,639 and 1,475,047 and 1,067,751</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: WEBSAU3.004TIS</p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 1.21(h)): \$120 <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>
<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>	
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p>Andrew H. Simpson <u>Andrew H. Simpson</u> <u>May 15, 2006</u> Name of Person Signing Signature Date</p> <p style="text-align: center;">Total number of pages including cover sheet, attachments and document: 8</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
Facsimile Number: (571) 273-0140

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TRADEMARK
REEL: 003310 FRAME: 0283

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of March 24, 2006, by and between Hartz & Company, Inc., a corporation organized under the laws of the State of Maryland and having a place of business at 1341 Hughes Ford Road, Frederick, Maryland 21706, United States of America (hereinafter referred to as "ASSIGNOR"), and Primatch Corporation, a corporation organized under the laws of the State of Delaware and having a place of business at 60 West 23rd Street Suite 1401, New York, New York 10010, United States of America (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as the "Trademarks) in those countries throughout the world where ASSIGNOR has used, applied for, and/or registered the Trademarks;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR owns the trademark registrations relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Registrations");

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Trademarks and the Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees world-wide which include or are comprised of the Trademarks; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide which include or are comprised of the Trademarks;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:


- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations set forth in Schedule B; and

- (2) the Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill symbolized by said Trademarks, Registrations, and other registered or unregistered trademarks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

HARTZ & COMPANY, INC.

PRIMATECH CORPORATION

By: 

By: _____

Name: Robert M. Watson

Name: _____

Title: Pres/CEO

Title: _____

Date: 3/28/06

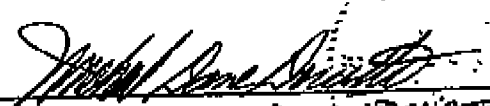
Date: _____

STATE OF MARYLAND)
)
)
COUNTY OF WASHINGTON)

On this 28TH day of MARCH, 2006, before me, the undersigned Notary Public, personally appeared ROBERT M. WATSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]


Signature MICHAEL DAVE DONSETTE
MY COMMISSION EXPIRES JUNE 1, 2008

STATE OF)
)
)
COUNTY OF)

On this _____ day of _____, 2006, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Signature

- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees which include or are comprised of the Trademarks;

together with the goodwill symbolized by said Trademarks, Registrations, and other registered or unregistered trademarks which include or are comprised of the Trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

HARTZ & COMPANY, INC.

PRIMATECH CORPORATION

By: _____

By: *[Signature]*

Name: _____

Name: FRANKLIN BOBEN

Title: _____

Title: CEO

Date: _____

Date: 3/28/06

STATE OF)
COUNTY OF) ss.

On this _____ day of _____, 2006, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

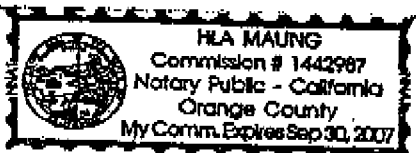
Signature

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
It

On this 28 day of MARCH, 2006, before me, the undersigned Notary Public, personally appeared FRANKLIN BOGEE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Hea Maung

Signature

SCHEDULES TO TRADEMARK ASSIGNMENT**SCHEDULE A**

Trademarks: OLIVER; C. H. OLIVER

SCHEDULE B

Federal Trademark Registrations:

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>INTL. CLASS</u>
OLIVER	2,567,639	May 7, 2002	25
OLIVER	1,475,047	February 2, 1988	25
C.H.OLIVER	1,067,751	June 14, 1977	25

2288598
011306
2322527
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2365003
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