

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
STAR STRUCK, INC.		05/10/2006	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STAR STRUCK, LLC		
<b>Street Address:</b>	1850 Second Street, Suite 201		
<b>Internal Address:</b>	c/o Waveland Investments, LLC		
<b>City:</b>	Highland Park		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60035		
<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:	2813164	STAR STRUCK	
Registration Number:	1680994	PYRAMID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)551-1101		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	312/551-8300		
<b>Email:</b>	ssmilie@pfs-law.com		
<b>Correspondent Name:</b>	Scott W. Smilie		
<b>Address Line 1:</b>	150 South Wacker Drive, Suite 900		
<b>Address Line 2:</b>	Patzik, Frank & Samotny Ltd.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	4343-002		
<b>NAME OF SUBMITTER:</b>	Scott W. Smilie		

CH \$65.00 2813164

Signature:

/scott w smilie/

Date:

06/06/2006

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

WHEREAS, STAR STRUCK, LLC, a Delaware limited liability company having a business address of c/o Waveland Investments, LLC, 1850 Second Street, Suite 201, Highland Park, Illinois 60035 (hereinafter sometimes referred to as “**Assignee**”), has entered into an Asset Purchase Agreement dated May 19, 2006 (the “**Asset Purchase Agreement**”) whereby Assignee agreed to purchase certain assets from STAR STRUCK, INC., a Connecticut corporation having a business address of 8 F.J. Clarke Circle, Bethel, Connecticut 06801 (hereinafter sometimes referred to as “**Assignor**”).

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, Assignor hereby sells, transfers, assigns, and conveys to Assignee, Assignor’s entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, trademarks, service marks, service mark applications and/or trademark applications respectively listed on **Schedule A** attached hereto and made a part hereof, as well as the goodwill associated with the business symbolized by the trade names, trademarks and/or service marks, and any and all state trademark registrations and common law trademark rights associated therewith; and any renewals thereof; all income, royalties, damages, license fees, licenses and payments now and hereafter due and/or payable with respect thereto; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future (the “**Trademarks**”), the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Trademarks may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the date hereof of the Trademarks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor agrees without charge to said Assignee but at Assignee’s expense to execute and deliver to Assignor such instruments necessary or desirable to perfect the above-described transfer of, or to procure, the Trademarks or to maintain the Trademarks before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, and to cooperate reasonably with Assignee in obtaining and/or providing information that is required in any proceedings relating to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same or any additional, continuing or divisional applications thereof to, to Assignee, its successors and/or assigns.

Furthermore, pursuant to the terms and conditions of the Asset Purchase Agreement, Assignor agrees not to, in connection with or for purposes of any business that engages in the distribution of watch batteries and related products (including watch straps, alkaline, photo and

hearing aid batteries, jewelry findings, tools and supplies), (A) advertise, market, or offer any competing product or service under the STAR STRUCK mark or under any other name or mark that includes the term STAR STRUCK, (B) use any other name or mark that includes the term STAR STRUCK, or (C) cause or permit any other competitive business or company to be formed under, to operate or trade under, or to use a name or mark that includes the term STAR STRUCK.

Assignor hereby grants to PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

**ASSIGNOR:**

STAR STRUCK, INC., a Connecticut corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2006

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged/subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2006 by

\_\_\_\_\_  
(name of signor)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
SEAL

**ASSIGNEE:**

STAR STRUCK, LLC, a Delaware limited liability company

By: [Signature]

Title: Manager

Date: May 9, 2006

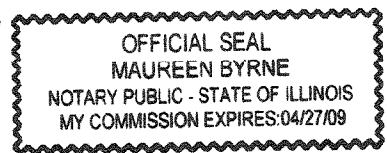
STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

This instrument was acknowledged/subscribed and sworn to before me on this 9<sup>th</sup> day of May, 2006 by

Dennis M. Zaslawsky  
(name of signor)

[Signature]  
NOTARY PUBLIC

\_\_\_\_\_  
SEAL



IN WITNESS WHEREOF, this Trademark Assignment has been duly executed on the date and in the capacity shown below.

**ASSIGNOR:**

STAR STRUCK, INC., a Connecticut corporation

By: [Signature]

Title: PRESIDENT

Date: MAY 10, 2006

**ASSIGNEE:**

STAR STRUCK, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2006

STATE OF CT )

COUNTY OF Fairfield )

ss. Bach

STATE OF ILLINOIS )

COUNTY OF COOK )

) ss.  
)

This instrument was acknowledged/subscribed and sworn to before me on this 10th day of May, 2006 by

Kenneth Karlan  
(name of signor)

This instrument was acknowledged/subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2006 by

\_\_\_\_\_  
(name of signor)

[Signature]  
NOTARY PUBLIC

\_\_\_\_\_  
NOTARY PUBLIC

SEAL \_\_\_\_\_

SEAL \_\_\_\_\_

D. JOHN BACH  
NOTARY PUBLIC  
My Commission Expires 1/31/2011

SCHEDULE A

REGISTRATIONS

<u>MARK</u>	<u>U.S. REGISTRATION NO.</u>
STAR STRUCK	2,813,164
PYRAMID	1,680,994

UNREGISTERED TRADEMARKS

MARK  
CRYSTAL CLEAR  
SAHARA