

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grater, Inc.		06/26/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Schuman Acquisition Co., LLC		
Street Address:	40 New Dutch Lane		
Internal Address:	c/o Arthur Schuman, Inc.		
City:	Fairfield		
State/Country:	NEW JERSEY		
Postal Code:	07004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2897969	MAGGIORE	
CORRESPONDENCE DATA			
Fax Number:	(212)592-1500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.592.1400		
Email:	rbroder@herrick.com		
Correspondent Name:	Robert S. Broder, Esq.		
Address Line 1:	2 Park Avenue		
Address Line 2:	Herrick, Feinstein LLP		
Address Line 4:	New York, NEW YORK 10016-9301		
ATTORNEY DOCKET NUMBER:	04874-0001		
NAME OF SUBMITTER:	Robert S. Broder		
Signature:	/rsb/		

CH \$40.00 2897969

Date:

08/09/2006

Total Attachments: 3

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EXECUTION COPY

TRADEMARK ASSIGNMENT AND ASSUMPTION

This Trademark Assignment ("Assignment") is made on this 26th day of June, 2006, between GRATER, INC., an Illinois corporation, ("Assignor") and SCHUMAN ACQUISITION CO., LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, and Assignee have entered into an Asset Purchase Agreement dated June 9, 2006;

WHEREAS, Assignor is the owner of all right, title and interest in and to the mark listed on the attached Schedule A, the federal applications and registrations therefor, and the common law rights therein (collectively, the "Mark"), together with the goodwill of the business developed through the use of the Mark;

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in and to the Mark, together with the goodwill of the business symbolized thereby; and

WHEREAS, this Assignment and Assumption may be recorded by Assignee in its sole discretion as it deems appropriate with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its entire right, title, interest in and to the Mark, and the goodwill of the business associated with the Mark, including the right to sue for and receive all damages from past and future infringements of the Mark, the same to be held and enjoyed by Assignee, its successors and assigns. Assignor agrees that it will execute such documentation as may be necessary in the future to effectuate this Assignment.


Signed this 26th day of June, 2006.

GRATER, INC.

Name: James T. Zavacki
Title: President

SCHUMAN ACQUISITION CO., LLC

By: Arthur Schuman, Inc., its Managing Member

By: 

Name: Neal Schuman
Title: President

EXECUTION COPY

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This Trademark Assignment ("Assignment") is made on this 26th day of June, 2006, between GRATER, INC., an Illinois corporation, ("Assignor") and SCHUMAN ACQUISITION CO., LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, and Assignee have entered into an Asset Purchase Agreement dated June 9, 2006;

WHEREAS, Assignor is the owner of all right, title and interest in and to the mark listed on the attached Schedule A, the federal applications and registrations therefor, and the common law rights therein (collectively, the "Mark"), together with the goodwill of the business developed through the use of the Mark;

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in and to the Mark, together with the goodwill of the business symbolized thereby; and

WHEREAS, this Assignment and Assumption may be recorded by Assignee in its sole discretion as it deems appropriate with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its entire right, title, interest in and to the Mark, and the goodwill of the business associated with the Mark, including the right to sue for and receive all damages from past and future infringements of the Mark, the same to be held and enjoyed by Assignee, its successors and assigns. Assignor agrees that it will execute such documentation as may be necessary in the future to effectuate this Assignment.

Signed this 26th day of June, 2006.

GRATER, INC.


Name: James T. Zavacki
Title: President

SCHUMAN ACQUISITION CO., LLC

By: Arthur Schuman, Inc., its Managing Member

By: _____
Name: Neal Schuman
Title: President

SCHEDULE A

<u>Mark</u>	<u>Registration Number</u>	<u>Owner</u>
MAGGIORE	2897969	Grater, Inc.

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