

07-19-2006



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To the director of the U. S. Patent and

mark, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

GMAC COMMERCIAL FINANCE LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other: LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) 08/15/2005

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NSI International, Inc.

Internal Address: _____

Street Address: 105 Price Parkway

City: Farmingdale

State: New York

Country: USA

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

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ASSIGNMENTS DIV

3. Nature of conveyance:

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Helen M. Linehan

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-661-9100 X 890

Fax Number: 917-368-7111

Email Address: hlinehan@oshr.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: Helen M. Linehan

Signature

7/18/06
Date

Helen M. Linehan
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 5

07/20/2006 DBYRNE 00000003 75480815

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003369 FRAME: 0067

90-61-7

SCHEDULE A

TRADEMARKS

Trademark	Serial #	Registration #
Design Logo in shape of a Person	75480815	2346456
Magic Needlepoint	75411690	2276656
Play*Learn*Create	75645685	2354957
Stamp and Stencil Fabric Painting	75538294	2284265
UFA United Fishing Association	75585553	2337788
Bathroom Graffiti	75559133	2289016
Crystal Mosaics	75538350	2330321
NSI Innovations	76105843	2696292

ASSIGNMENT OF TRADEMARKS

This Assignment Agreement is by and between **GMAC COMMERCIAL FINANCE LLC**, of 1290 Avenue of the Americas, New York, New York 10104 ("Assignor"), and **NSI INTERNATIONAL, INC.** of 105 Price Parkway, Farmingdale, NY 11735 ("Assignee").

WHEREAS, pursuant to its rights as a secured party under a Loan and Security Agreement dated August 20, 2002 by and between Assignor and **NATURAL SCIENCE INDUSTRIES, LTD.**, Assignor is the owner of the U.S. Trademark Applications and Registrations listed in Schedule A (collectively, the "Marks") and, pursuant to and in exercise of its rights as a secured party under the Uniform Commercial Code, Assignor wishes to assign, and Assignee desires to acquire, all of Assignor's rights to the Marks.

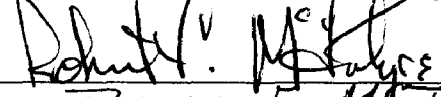
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee all of Assignor's right, title, and interest in and to the Marks, including all common law rights, together with the goodwill symbolized by any use of the Marks and the right to sue third parties for and recover damages from past and future infringement of the Marks.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer all of the Trademark Applications and/or Registrations listed on Schedule A hereto to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, Assignor has executed this document on the date indicated below.

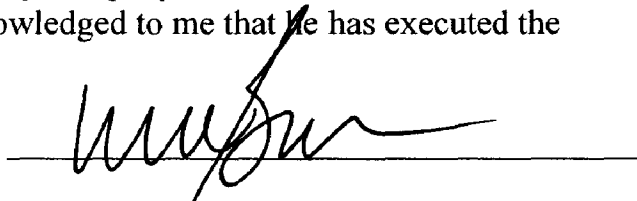
Date: As of August 15, 2005

GMAC COMMERCIAL FINANCE LLC


By: ROBERT F. MCINTYRE
Title: DIRECTOR

STATE OF NEW YORK)
) ss.:
COUNTRY OF NEW YORK)

On this 18 day of July, 2006, before me came Robert H. McIntyre, to me know, who being by me duly sworn, did depose and say that he is a Director of GMAC Commercial Finance LLC, the limited liability company described in, and which executed the foregoing instrument, and he has acknowledged to me that he has executed the same with the consent of the members thereof.



MITCHELL M. BRAND
Notary Public, State of New York
No. 4832584
Qualified in Westchester County
Commission Expires March 30, 2007