\$115.00 78443998

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
Global Tissue Group, Inc.		07/31/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Private Label Sales & Marketing Group, Inc.	
Street Address:	1101 Lakeland Avenue	
City:	Bohemia	
State/Country:	NEW YORK	
Postal Code:	11716	
Entity Type:	CORPORATION: NEW YORK	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78443998	COTTON CLUB
Serial Number:	78780439	PUSSY GALORE
Serial Number:	78845866	TAD
Serial Number:	78780450	DOG CATCHER

CORRESPONDENCE DATA

Fax Number: (215)659-3222

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2156593600

Email: akatz@chernowkatz.com

Correspondent Name: Andrew B. Katz

Address Line 1: 721 Dresher Road, Suite 1100
Address Line 4: Horsham, PENNSYLVANIA 19044

ATTORNEY DOCKET NUMBER:	GTG-ASSIGN-CORRECT
NAME OF SUBMITTER:	Andrew B. Katz

TRADEMARK

REEL: 003490 FRAME: 0992

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Signature:	/Andrew B. Katz/
Date:	03/01/2007
Total Attachments: 3 source=GTGPLSMAssign#page1.tif source=GTGPLSMAssign#page2.tif source=GTGPLSMAssign#page3.tif	

TRADEMARK REEL: 003490 FRAME: 0993

TRADEMARK ASSIGNMENT AGREEMENT

This ASSIGNMENT dated July 31, 2006 from GLOBAL TISSUE GROUP, INC. a New York corporation ("Assignor"), to and with PRIVATE LABEL SALES & MARKETING GROUP, INC. a New York corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has provided for the sale, conveyance, transfer and delivery of the right, title and interest in and to certain trademarks of Assignor to Assignee as part of the assignment of all of the assets of the business related to the trademarks including the good will associated therewith, in the manner and to the extent set forth therein; and

WHEREAS, Assignee, in consideration of such sale, conveyance, transfer and delivery, has paid Assignor in accordance with the terms of the Asset Assignment Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have and to hold the same for use and enjoyment of Assignee and its successors and assigns, the entire right, title and interest in and to, or arising under, the certain United States trademarks (together with any registrations or applications therefor, the "Trademarks"), including without limitation those marks registered in the United States as set forth in schedule A hereto, together with the assets of the businesses in connection with which the Trademarks are used, including all good will relating thereto and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past and future infringements thereof, the Trademarks to be held and enjoyed by Assignee for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. <u>Further Assurances</u>. Assignor, for itself and its successors and assigns hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, and will take all such further action, in order to better assure, convey and confirm unto Assignee, its successors and assigns, all and singular the Trademarks hereby sold, conveyed, assigned and delivered as Assignee, its successors and assigns, shall reasonably request.
- 3. <u>Asset Assignment</u>. The asset assignment was part of a corporate reorganization and execution and delivery of this Assignment shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant, or agreement of Assignor or Assignee in connection with such reorganization.

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- Headings. Section headings contained in this Assignment are solely for the convenience of reference and shall not affect the meaning or interpretation of this Assignment or of any term or provision hereof.
- Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

GLOBAL TISSUE GROUP, INC.

SCHEDULE A

TRADEMARKS

Trademark	Ser. No. or Reg. No.	Filing Date or Reg. Date	Next Requirement
COTTON CLUB	78/443,998	June 30, 2004	Statement of Use due 8/7/06
PUSSY GALORE	78/780,439	December 23, 2005	Revise description of goods by December 28, 2006
TAD	78/845,866	March 24, 2006	Awaiting first action
DOG CATCHER	78/780,450	December 23, 2005	Revise description of goods by December 24, 2006

RECORDED: 03/01/2007