

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/10/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Manhattan Products, Inc		02/10/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Heritage Brands, LLC
Composed Of:	COMPOSED OF Ved Singh, Managing Partner
Doing Business As:	DBA Heritage Brands
Street Address:	602 Washibgtion Avenue
City:	Carlstadt
State/Country:	NEW JERSEY
Postal Code:	07072
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78487075	FAST-N EASY
Serial Number:	78605761	SUAVE Y TIerno
Registration Number:	2921340	OXY-COMPLEX
Registration Number:	2919621	OXY-MATRIX
Registration Number:	2519227	SPIN
Registration Number:	1957425	FAST-N EASY
Registration Number:	1008437	JACK & JILL
Registration Number:	1008844	JACK & JILL
Registration Number:	0773821	SEA MIST INSIDE 'N' OUTSIDE

CORRESPONDENCE DATA

900071513

**TRADEMARK
 REEL: 003498 FRAME: 0062**

OP \$240.00 78487075

Fax Number: (212)953-7733
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2129862340
Email: jandh@ipattorneys.com
Correspondent Name: Jordan and Hamburg
Address Line 1: 122 East 42nd St.
Address Line 4: New York, NEW YORK 10168

NAME OF SUBMITTER:	C Bruce Hamburg
Signature:	/C Bruce Hamburg/
Date:	03/13/2007

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of February 10, 2006, between Manhattan Products, Inc., a Delaware corporation ("Assignor" or "MPI"), and Heritage Brands, LLC, a New Jersey Limited Liability Company ("Assignee" or "Heritage"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Asset Purchase and Sale Agreement.

WHEREAS, Heritage and MPI, are parties to a certain Asset Purchase and Sale Agreement, dated as of December 15, 2005 (the "Asset Agreement"), pursuant to which, among other things, MPI agreed to sell, and Heritage agreed to purchase, certain assets and assume certain liabilities of MPI related to the Business;

WHEREAS, it is a condition to the Closing of the Asset Agreement that Assignor enters into this Assignment to transfer to Assignee certain intellectual property related to the Business as set forth in Schedules 5.14(a)(i)-(ii) of the Asset Agreement (the "Assigned IP");

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP; and

WHEREAS, Assignor desires to sell or convey to Assignee all Assignor's right title and interest in and to the Assigned IP;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of February 10, 2006, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule 5.14(a)(i) of the Asset Agreement, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of February 10, 2006, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the patents set forth in Schedule 5.14(a)(i) of the Asset Agreement (the "Assigned Patents").
3. Assignment of Software Licenses. Effective as of February 10, 2006, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the software licenses set forth in Schedule 5.14(a)(i) of the Asset Agreement (the "Assigned Software Licenses").

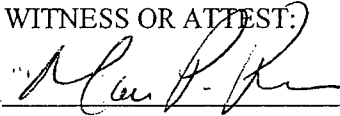
4. Transfer of Intangible Assets. Effective as of February 16, 2006, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with the Business, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").
5. Relationship with the Asset Agreement. This Assignment is in all respects subject to the provisions of the Asset Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Agreement.
6. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
7. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New Jersey without giving effect to the conflict of laws rules thereof.

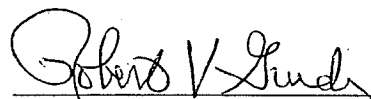
IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

MANHATTAN PRODUCTS, INC.

WITNESS OR ATTEST:



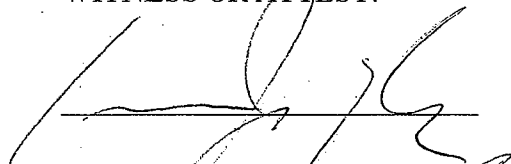


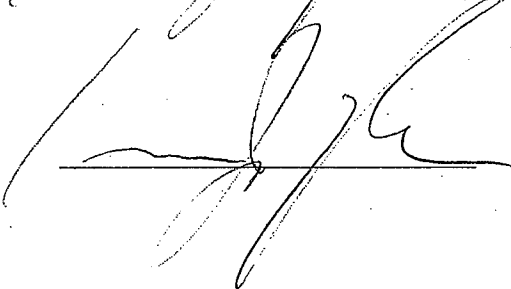
By: Robert V. Guidi
Title: President
Date: 2/10/06

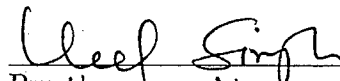
ASSIGNEE

HERITAGE BRANDS, LLC

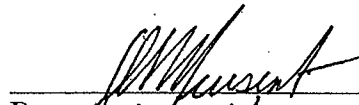
WITNESS OR ATTEST:







By: VED SINGH
Title: MANAGING PARTNER
Date: 2-10-06



By: ROBERT NICUSANTI
Title: MANAGING PARTNER
Date: 2/10/06

SCHEDULE 5.14(a)(i)

REQUIRED INTELLECTUAL PROPERTY

1. Patents:

<u>Federal Registration No.</u>	<u>Registration Date</u>
5,234,130	August 10, 1993
5,322,622	June 21, 1994

2. Trademarks:

<u>Trademark</u>	<u>Type</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
FAST-N-EASY	STANDARD CHARACTER MARK	Pending; 78487075	N/A	N/A
SUAVE Y TIERNO	STANDARD CHARACTER MARK	Pending; 78605761	N/A	N/A
OXY-COMPLEX	TYPED DRAWING	Registered	2921340	January 25, 2005
OXY-MATRIX	TYPED DRAWING	Registered	2919621	January 18, 2005
SPIN		Registered	2519227	December 18, 2001
FAST-N-EASY	TYPED DRAWING	Registered	1957425	February 20, 1996
JACK & JILL	DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS	Registered	1008437	April 8, 1975
JACK & JILL	TYPED DRAWING	Registered	1008844	April 15, 1975
SEA MIST INSIDE 'N OUTSIDE	WORDS, LETTERS,	Registered	0773821	July 21, 1964

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