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
Gaeta Imports, Inc.		02/28/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Binco, LLC
Street Address:	2475 N. Elston Ave.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60647
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2941550	
Registration Number:	2555386	GAETA
Registration Number:	1963745	
Registration Number:	1929389	

CORRESPONDENCE DATA

900071722

(312)521-2875 Fax Number:

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

312-521-2775 Phone:

asacharoff@muchshelist.com Email:

Correspondent Name: Much Shelist

191 N Wacker Drive, Suite 1800 Address Line 1:

Address Line 2: Adam K Sacharoff

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 0005685.0001

NAME OF SUBMITTER: Adam K Sacharoff

TRADEMARK

REEL: 003499 FRAME: 0594

Signature:	/aks/
Date:	03/14/2007
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

TRADEMARK REEL: 003499 FRAME: 0595

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of February 28, 2007 (this "Assignment"), is between GAETA IMPORTS, INC., a New York corporation ("Assignor"), and BINCO, L.L.C., an Illinois limited liability company ("Assignee").

RECITALS

- A. Assignor, Assignee and certain other parties have entered into that certain Asset Purchase Agreement dated as of February 28, 2007 (the "Purchase Agreement"), relating to the purchase and sale of certain assets of Seller. All terms used herein and not otherwise defined shall have meanings given to them in the Purchase Agreement.
 - B. This Assignment is executed and delivered pursuant to the Purchase Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

- 1. <u>Consideration.</u> For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Intellectual Property (as defined in the Purchase Agreement) to Assignee.
- 2. Grant of Rights to Intellectual Property. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) rights to file and register the Intellectual Property in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) goodwill associated with the Intellectual Property.
- 3. <u>Further Instruments</u>. Assignor shall execute, acknowledge and deliver to Assignee such further instruments and documents which relate to the Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Intellectual Property and all claims or rights thereunder.
- 4. <u>No Retained Rights</u>. Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or

TRADEMARK REEL: 003499 FRAME: 0596 interest in the Intellectual Property. Assignor acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Assignee.

- 5. <u>Authorization</u>. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.
- 6. <u>Binding Effect</u>. This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument that concerns or affects the subject matter of this Assignment.
- 7. <u>Complete Understanding</u>. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument that both parties sign.
- 8. <u>Severability</u>. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.
- 9. <u>Waiver</u>. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

TRADEMARK REEL: 003499 FRAME: 0597 IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement by and through their duly authorized officers as of the date first written above.

ASSIGNOR:

GAETA IMPORTS,

John A. Fusco, President

ASSIGNEE:

BINCO L.L.C.

By: Its: VP

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RECORDED: 03/14/2007