

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                                     |
|----------------------------------|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Garfield Marks LLC               |  | 12/21/2006            | LIMITED LIABILITY COMPANY: NEW YORK |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                     |
| <b>Name:</b>                     | Garfield Marks Brands, Inc.  |                       |                                     |
| <b>Street Address:</b>           | 100A Industrial Road   |                       |                                     |
| <b>City:</b>                     | Carlstadt  |                       |                                     |
| <b>State/Country:</b>            | NEW JERSEY   |                       |                                     |
| <b>Postal Code:</b>              | 07072  |                       |                                     |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| Registration Number:             | 3203616  | IALEX ALEX GARFIELD   |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                     |
| <b>Fax Number:</b>               | (212)527-7701  |                       |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                     |
| <b>Phone:</b>                    | 212.257.7700   |                       |                                     |
| <b>Email:</b>                    | tmdocket@darbylaw.com  |                       |                                     |
| <b>Correspondent Name:</b>       | Paul Fields/Darby & Darby P.C.   |                       |                                     |
| <b>Address Line 1:</b>           | P.O. Box 5257  |                       |                                     |
| <b>Address Line 4:</b>           | New York, NEW YORK 10150-5257  |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 21085/9421085-000  |                       |                                     |
| <b>NAME OF SUBMITTER:</b>        | Paul Fields  |                       |                                     |
| <b>Signature:</b>                | /paul fields/  |                       |                                     |
| <b>Date:</b>                     | 04/23/2007   |                       |                                     |

OP \$40.00 3203616

Total Attachments: 2  
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**ASSIGNMENT OF TRADEMARKS**

ASSIGNMENT OF TRADEMARKS, dated as of December 21, 2006 (this "Assignment"), is made by GARFIELD MARKS LLC, a New York limited liability company ("Assignor"), in favor of GARFIELD MARKS BRANDS, INC., a Delaware corporation ("Assignee").

**WITNESSETH:**

A. Assignee and Assignor have entered into an Asset Purchase Agreement dated as of December 21, 2006 (the "Purchase Agreement"), pursuant to which Assignee has purchased certain assets from Assignor, including the trademarks listed on Schedule A attached hereto (the "Trademarks"), on the terms and conditions contained therein.

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

1. Assignor hereby assigns and transfers to Assignee, its successors or assigns all of its right, title and interest, in and to all of the Trademarks, and any trademark applications and registrations therefor, together with any goodwill of the business symbolized by the Trademarks, as well as the right to sue for past and present infringement thereof.

2. Assignor hereby agrees to execute all instruments, documents and papers and to perform such other proper acts as Assignee, its successors or assigns may deem reasonably necessary, but at Assignee's expense, to secure to Assignee, its successors or assigns the rights hereby assigned.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GARFIELD MARKS LLC

GARFIELD MARKS BRANDS, INC.

By: \_\_\_\_\_

Name: BERNARD HOLTZMAN  
Title: Managing Member

By: \_\_\_\_\_

Name: VICTOR FOLSO  
Title: CEO

**SCHEDULE A**

| <b>TRADEMARK</b>           | <b>REG. NO.</b> | <b>REG. DATE</b> |
|----------------------------|-----------------|------------------|
| <b>iAlex ALEX GARFIELD</b> | 3,203,616       | 01/30/2007       |