

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONDITIONAL ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David B Plier		05/24/2002	INDIVIDUAL: UNITED STATES
Matthew A Stevens		06/14/2002	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	CTM Group, Inc.		
Doing Business As:	DBA The Penny Men & South Kiddie Rides		
Street Address:	254C North Broadway, Suite 207		
City:	Salem		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03079		
Entity Type:	CORPORATION: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2326608		
CORRESPONDENCE DATA			
Fax Number:	(603)890-6304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	603-890-6005		
Email:	bboulanger@hdlawpc.com		
Correspondent Name:	Bonnie Boulanger		
Address Line 1:	215 Main Street, Suite 1		
Address Line 4:	Salem, NEW HAMPSHIRE 03079		
NAME OF SUBMITTER:	Bonnie Boulanger		
Signature:	/Bonnie Boulanger/		
Date:	05/04/2007		

OP \$40.00 2326608

Total Attachments: 4

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CONDITIONAL ASSIGNMENT OF INTELLECTUAL PROPERTY

This Conditional Assignment of Intellectual Property, dated and effective as of May ²⁴ 2002, is executed by DAVID B. PLILER and MATTHEW A. STEVENS (hereafter "Assignors"), whose mailing address is 10153 1/2 Riverside Drive, #228 Toluca Lake, California, 91602, in favor of CTM GROUP, INC., d/b/a The Penny Men & South Kiddie Rides (hereafter "Assignee"), with corporate offices located at 103 Stiles Road, Unit 201, Salem, New Hampshire 03079.

WITNESSETH:

WHEREAS, ASSIGNORS are the sole and exclusive owners of the United States Letters Patent identified more fully in Schedule A attached hereto (the "Patents"); and

WHEREAS, ASSIGNORS are the sole and exclusive owners of, and have adopted, used and are using the Trademarks identified more fully in Schedule A attached hereto (the "Trademarks"); and

WHEREAS, ASSIGNORS are the sole and exclusive owners of the Domain Name identified more fully in Schedule A attached hereto (the "Domain Name"); and

WHEREAS, ASSIGNORS are the sole and exclusive owners of the Website identified more fully in Schedule A attached hereto (the "Website"); and

WHEREAS, ASSIGNORS are the sole and exclusive owners of the Copyrights identified more fully in Schedule A attached hereto (the "Copyrights"); and

WHEREAS, pursuant to an Asset Purchase Agreement dated ^{5/24/02} ~~5/24/02~~ and effective as of ^{5/24/02} ~~5/24/02~~ between ASSIGNORS and ASSIGNEE, ASSIGNORS agreed to sell certain of their assets to ASSIGNEE, including the Patents, the Trademarks, as well as any and all slogans, tradenames utilized, associated with or created for the Trademarks, the Domain Name, the Website, and the Copyrights; and

WHEREAS, ASSIGNEE desires to make of record its ownership of the aforementioned Patents, Trademarks, Domain Names, Websites, and Copyrights;

NOW, THEREFORE, pursuant to the terms of the aforementioned agreement, ASSIGNORS hereby conditionally sell, convey, transfer and assign for good and valuable consideration, receipt of which is hereby acknowledged, all of their right, title and interest in the Patents; in the Trademarks, as well as any tradenames, slogans utilized, associated with or created for said marks, together with the good will of the business symbolized by the marks, and the above identified registration thereof; in the Domain Name; in the Website; and in the Copyrights to ASSIGNEE, including all federal and/or state registrations thereof and any applications therefore which have been filed or may be filed in the future with respect to the intellectual property identified in Schedule A, together with the right to initiate and prosecute all claims, including those claims which may have arisen thereunder prior to the effective date of this instrument.

Upon receipt of final payment from ASSIGNEE to ASSIGNORS under the terms of the Asset Purchase Agreement, by and between ASSIGNORS and ASSIGNEE, and executed on the same date as this Conditional Assignment, ASSIGNORS shall expressly recognize that from the date of receipt of final payment forward, ASSIGNEE shall be the exclusive owner of the Trademarks and the goodwill they represent and hereby agree to refrain from utilizing any and all confusingly similar marks on goods and services in commerce, without the express written consent of ASSIGNEE.

ASSIGNEE hereby acknowledges and agrees that any existing marks or websites currently owned, maintained or used by ASSIGNEES, relating to ASSIGNORS retained business of penny press machines, are excluded from this Conditional Assignment.

ASSIGNORS hereby expressly warrant that the date of first use of the Trademark "pennycollector", "Penny Collector", or any derivation thereof occurred in or about September, 2000, and that there has been no abandonment of said mark by the ASSIGNORS from the date of first use to the date of this instrument.

ASSIGNORS hereby expressly warrant that the date of first use of the Trademark "pennycollector.com" or any derivation thereof occurred in or about September, 2000, and that there has been no abandonment of said mark by the ASSIGNORS from the date of first use to the date of this instrument.

ASSIGNORS hereby expressly warrant that the intellectual property identified in Schedule A does not infringe any valid right of any third party.

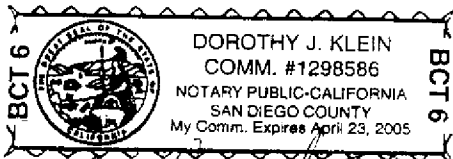
ASSIGNORS hereby expressly warrant the validity of the Patents.

[Signature]

David B. Pliker, Assignor

State of California
County of San Diego

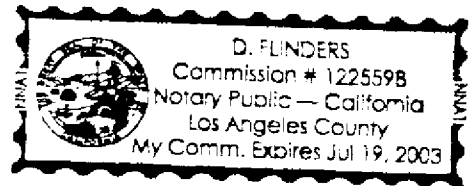
On this 28th day of May, 2002, before me personally appeared David B. Pliker, the person who signed this instrument, who acknowledged that he signed it as a free act and deed on his own behalf.



[Signature]
Notary Public/Justice of the Peace *[Signature]*
My commission expires: 4-23-05

[Signature]
Mathew A. Stevens, Assignor

State of California
County of Los Angeles



On this 14th day of June 2002, before me personally appeared Matthew A. Stevens, the person who signed this instrument, who acknowledged that he signed it as a free act and deed on his own behalf.

[Signature]
Notary Public/Justice of the Peace
My commission expires: 14th July 2003

SCHEDULE A
Assigned Intellectual Property

1. Patents

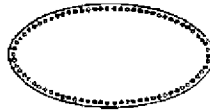
The following Patents form part of this Agreement: United States Letters Patent 6,205,693 B1 filed may 19, 1999, issued March 27, 2001, and foreign patent(s) and patent application(s) corresponding to the foregoing, including any reissues, extensions (including governmental equivalents thereto), substitutions, continuations, and divisions thereof.

The following Patent continuation forms part of this Agreement: United States patent continuation, serial #09-715,387, filed on November 17, 2000, for Souvenir Holder.

2. Trademarks

The following Trademarks form part of this Agreement:

- A. "Penny Collector", registered in the United States Patent and Trademark Office, filed on September 27, 2000, Serial Number 76137342, Registration Number _____ ; and
- B. Trademark Serial Number 75689413, Registration Number 2326608, Registration Date March 7, 2000.



- C. "pennycollector.com"

3. Domain Name

The following Domain Name forms part of this Agreement:
"pennycollector.com"

4. Website

The following Website forms part of this Agreement:
"pennycollector.com"

BILL OF SALE

THIS Bill of Sale is executed as of the 24 day of May __, 2002 by David B. Plier and Matthew A. Stevens, whose mailing address is 10153 1/2 Riverside Drive, #228 Toluca Lake, California, 91602 (the "Sellers"), in favor of CTM Group, Inc., d/b/a The Penny Men and South Mountain Kiddie Rides, a Delaware corporation, with corporate offices at 103 Stiles Road, Unit 201, Salem, New Hampshire 03079 (the "Buyer"). Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated as of May 27, 2002 between the Buyer and the Sellers (the "Asset Purchase Agreement").

For value received, the receipt and sufficiency of which is hereby acknowledged, the Sellers do hereby grant, bargain, sell, convey, assign, transfer and set over unto the Buyer and its successors and assigns, absolutely and unconditionally and not as security, all of Sellers' right, title and interest in the Business and the assets owned by the Sellers as they relate to the Business wherever located, as further described in Schedules 1.01(i), 2.04 attached to the Asset Purchase Agreement, and Schedule A (Assigned Intellectual Property) attached to the Conditional Assignment of Intellectual Property, together with all goodwill associated thereto (hereafter the "Conveyed Property").

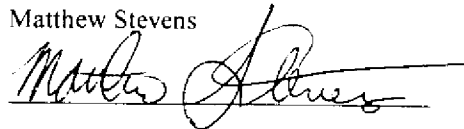
Nothing set forth herein shall be deemed to convey to the Buyer any obligations, debts, or liabilities of the Sellers incurred, pending or anticipated prior to the date of execution of this Bill of Sale, except those liabilities identified in Schedule 1.01(vi) attached to the Asset Purchase Agreement. In the event of any conflict between any term or condition of this Bill of Sale and the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern said conflict. By its acceptance of this Bill of Sale, the Buyer acknowledges and agrees that neither the representations and warranties of the Sellers under the Asset Purchase Agreement, nor the rights and remedies of the Buyer therein shall be deemed enlarged, modified, or altered hereby in any way.

The Sellers, for themselves, their successors and assigns, hereby covenants to and with Buyer, its successors, and assigns that the Seller, subject to any and all restrictions or limitations described in the Asset Purchase Agreement, is the lawful owner of all of said Conveyed Property and that the Sellers have good right, title, power and authority to sell, convey, assign, and transfer the Conveyed Property as aforesaid.

David B. Plier




Matthew Stevens



State of California
County of San Diego

Personally appeared before me, the above-named, David B. Plier and Matthew A. Stevens, who acknowledged that they signed this agreement as their free act and deed on their own behalf. *djk*

Before me,
Dated: 5-24-02


Notary Public/Justice of the Peace *djk*

