

06-13-2007



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OFFICE OF THE DIRECTOR

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To the Director of the U. S. Patent

and documents or the new address(es) below

1. Name of conveying party(ies):

Tree-Free Investment, Inc.
(f/k/a Tree-Free Greetings, Inc.)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: New Hampshire
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 12-31-06

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TFG Tree-Free, Inc.

Internal

Address: _____

Street Address: 2 South Winchester Street

City: West Swanzey

State: NH

Country: USA Zip: 03469

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New Hampshire, USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

None.

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE ATTACHED SCHEDULE A.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael J. Kasten, Esq.

Internal Address: _____

Alfano, Baroff & Kasten, P.A.

Street Address: 10 Commerce Park North,
Suite 13B

City: Bedford

State: NH Zip: 03110

Phone Number: 603-668-9330

Fax Number: 603-647-4664

Email Address: mkasten@alfanobaroff.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

Date

Michael Krinsky, duly authorized President

Total number of pages including cover sheet, attachments, and document: 3

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

06/12/2007 DRYNE 00000170 1096253

01 FC:8521
02 FC:8522

Trademark Description	Filing Date & Issuance Date	Serial Number	Registration Number
TREE-FREE GREETINGS and DESIGN	March 16, 2001 February 25, 2003	1 096 253	TMA576,371
TREE-FREE GREETINGS and Design	March 16, 2001 July 9, 2002	76/225,923	2,591,154
TREE FREE GREETINGS	October 16, 2000 December 4, 2002	1079255	TMA571,699
DISPLAY TIN	May 4, 2005 Pending	78/622,825	Pending issuance
BEHIND EVERY GOOD CARD IS A GREAT ENVELOPE	March 9, 2001 April 4, 2002	2122463	2122463
BEHIND EVERY GOOD CARD IS A GREAT ENVELOPE	March 16, 2001 August 21, 2003	1 096 252	TMA587,767
BEHIND EVERY GOOD CARD IS A GREAT ENVELOPE	March 12, 2001 July 30, 2003	76/224,358	2,600,698

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of December 31, 2006 by and between Tree-Free Greetings, Inc., a New Hampshire corporation ("Seller"), and TFG Tree-Free, Inc., a New Hampshire corporation ("Buyer").

WHEREAS, Buyer and Seller are parties to an Asset Purchase Agreement dated as of December 31 2006 (the "Purchase Agreement"); and

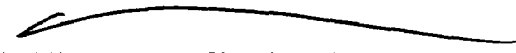
WHEREAS, it is a condition precedent to the obligations of Buyer and Seller under the Purchase Agreement that Buyer and Seller execute this Assignment and Assumption Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:


1. Seller hereby assigns, transfers and conveys to Buyer, and Buyer hereby accepts, assumes and agrees to perform, pay and discharge the Assumed Liabilities.
2. This Assignment and Assumption Agreement is intended only to effect the transfer and assumption, in accordance with the Purchase Agreement, of those rights and liabilities to be transferred and assumed pursuant thereto and shall be governed entirely by the terms and conditions of the Purchase Agreement. Notwithstanding any other provision of this Assignment and Assumption Agreement to the contrary, except for such transfer and assumption, nothing contained in this Assignment and Assumption Agreement shall in any way supersede, modify, rescind, waive, expand or in any way affect the provisions, including, without limitation, the representations, warranties, covenants, indemnities and conditions, of the Purchase Agreement.
3. This Assignment and Assumption Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New Hampshire, without regard to its choice of law or conflict of laws principles.
4. Capitalized terms used, but not otherwise defined, herein shall have the meanings assigned such terms in the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement on the date first written above.

TREE-FREE GREETINGS, INC.

By: 
Name: MICHAEL KRIVSKY
Title: PRESIDENT

TFG TREE-FREE, INC.

By: 
Name: STEVE SILVERSTEIN
Title: President