

09-14-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103445228

**REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY**

Trademark Office: Please record the attached documents or the new address(es) below.

9-12-07

1. Name of conveying party(ies):

New Creative Enterprises, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 30, 2007

- 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: Teters Floral Products, Inc.

Internal _____

Address: _____

Street Address: 1425 South Lillian Avenue

City: Bolivar

State: Missouri

Country: USA Zip: 65613

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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) _____

B. Trademark Registration No.(s) _____

2565179

Additional sheet(s) attached? Yes No

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

Teters

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

Name: Diana Y. Tsai, Esq.

Internal Address: Schwartz Cooper Chartered
Suite 2700

Street Address: 180 N. LaSalle Street

City: Chicago

State: Illinois Zip: 60601

Phone Number: 312-516-4490

Fax Number: 312-264-2484

Email Address: dtsai@schwartzcooper.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- 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 _____

0913/2007 NJM/1 01 FIC/65E1

9. Signature:

Signature

9/11/07

Date

Diana Y. Tsai, Esq.

Name of Person Signing

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

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

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of August 30, 2007 by and among New Creative Enterprises, Inc., an Ohio corporation ("Assignor"), and Teters Floral Products, Inc., a Delaware corporation ("Teters"), and Teters Acquisition, LLC, a Delaware limited liability company ("LLC", and together with TFP, "Assignee").

WHEREAS, the parties hereto are party to that certain Asset Purchase Agreement, dated as of August 30, 2007 (the "Purchase Agreement") pursuant to which Assignee shall acquire substantially all of the assets of the Target Business including, without limitation, the Marks (as defined below); and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to certain trademarks, trade names, service marks, service names, logos, trade dress, domain names, and the like that are related to, used in or useful to the Target Business, including those items listed on Attachment A attached hereto and all variations thereof, together with all associated goodwill, (the "Marks"). Assignee wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Marks.

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Purchase Agreement, and the agreements and covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein (including in the recitals above) shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignor hereby sells, transfers, assigns and conveys to Assignee, perpetually and exclusively, Assignor's entire right, title and interest in and to the Marks, together with all applications and registrations therefor, and including any renewals thereof, in any jurisdiction, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, now or hereinafter in effect, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment and sale had not been made, including (a) all goodwill associated with the Marks, (b) all income, royalties and rights to payment with respect to the Marks, and (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignees' own use and enjoyment. The Assignors hereby request the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record the Assignees as the assignee and owner of the Marks.
3. Purchase Agreement Controls. Each of the parties hereto hereby acknowledges and agrees that the representations, warranties, covenants, agreements and

indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Assignor shall provide to Assignee reasonable cooperation and assistance at Assignee's request, without charge but at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries and (d) for the implementation or perfection of the provisions of this Assignment.

5. No Additional Remedies. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any Person other than Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Agreement and all claims arising out of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any conflicts of law principles that would result in the application of any law other than the law of the State of New York.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 8.

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT A

“Teters”

“Teters Floral Products”

**Word Mark: TETERS,
U.S. Reg. No. 2565179**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed
as of the date first written above.

ASSIGNOR:

New Creative Enterprises, Inc.

By: 

Name: Thomas G. Bowles

Title: Chief Executive Officer

ASSIGNEE:

Teters Floral Products, Inc.

By: _____

Name: _____

Title: _____

Teters Acquisition, LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

New Creative Enterprises, Inc.

By: _____

Name:

Title:

ASSIGNEE:

Teters Floral Products, Inc.

By:  _____

Name: Elliott Jones

Title: Vice President

Teters Acquisition, LLC

By:  _____

Name: Elliott Jones

Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT