

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN ICHIBAHN, INC.		01/08/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GERBER FINANCE INC.		
Street Address:	110 East 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2976627	ICHIBAHN	
CORRESPONDENCE DATA			
Fax Number:	(212)527-7701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-527-7700		
Email:	tmdocket@darbylaw.com		
Correspondent Name:	Amy J. Benjamin/Darby & Darby P.C.		
Address Line 1:	P.O. Box 770, Church Street Station		
Address Line 4:	New York, NEW YORK 10008-0770		
ATTORNEY DOCKET NUMBER:	20096/8202301-000.ASN.3		
NAME OF SUBMITTER:	Amy J. Benjamin		
Signature:	/Amy J. Benjamin/		
Date:	01/08/2008		

OP \$40.00 2976627

Total Attachments: 1
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TRADEMARK ASSIGNMENT

WHEREAS, AMERICAN ICHIBAHN, INC. ("Assignor"), a California corporation with an address at 114 South Berry Street, Brea, California, owns and has used in his business the following trademark:

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ICHIBAHN	2,976,627	7/26/05

WHEREAS, pursuant to the Security Agreement dated as of May 31, 2005 ("Security Agreement") and the Forbearance Agreement and Amendment to the Loan and Security Agreement of May 31, 2005, dated as of January 23, 2007 ("Forbearance Agreement"), Assignor granted to GERBER FINANCE INC. formerly known as GERBER TRADE FINANCE, INC. ("Assignee"), a New York corporation with a place of business 110 East 55th Street, New York, New York, a security interest in said trademark and registration, along with the right, in the event of a default under the Security Agreement and/or Forbearance Agreement, to act as Assignor's attorney-in-fact in order to transfer unto itself the entire right, title and interest in and to the trademark and registration identified above, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith; and

WHEREAS, an event of default under the aforementioned Agreements has occurred, and Assignee is now entitled to exercise its right as attorney-in-fact to transfer unto itself the entire right, title and interest in and to the trademark and registration identified above, and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith.

THEREFORE, BE IT KNOWN that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, by its attorney-in-fact, hereby assigns and transfers to Assignee, its successors or assigns, the entire right, title and interest in and to the said trademark, trademark registration and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof.

AMERICAN ICHIBAHN, INC.

By: Gerber Finance Inc.
Attorney-in-Fact

Date: January 8, 2008

By: Jennifer Mc Guinness
Print Name: Jennifer Mc Guinness
Title: Vice President