

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kanter International, LLC		06/17/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Steen Kanter, LLC		
Street Address:	4000 White Chapel Way		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27615		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78764709	KANTER INTERNATIONAL	
Serial Number:	78764719	KANTER INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(919)755-6093		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-755-2115		
Email:	skeefe@wcsr.com		
Correspondent Name:	Sarah Anne Keefe		
Address Line 1:	P.O. Box 831		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	43361.0002.5		
NAME OF SUBMITTER:	Sarah Anne Keefe		
Signature:	/Sarah Anne Keefe/		

CH \$65.00 78764709

Date:

07/08/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of June 17, 2008 (the "Effective Date"), is from Kanter International, LLC, a Delaware limited liability company, having a principal place of business at 325 Chestnut Street, Suite 1313, Philadelphia, PA 19106 ("Assignor"), to Steen Kanter, LLC, a North Carolina limited liability company, having a principal place of business at 4000 White Chapel Way, Raleigh, NC 27615 ("Assignee").

RECITALS

WHEREAS, the parties entered into that certain Membership Interest Purchase Agreement (the "Purchase Agreement"), effective as of January 18, 2008, as amended by that certain Amendment No. 1 to the Purchase Agreement, effective as of January 29, 2008;

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to KANTER INTERNATIONAL and KANTER INTERNATIONAL & Design and any related trademark applications, including, without limitation, U.S. Ser. Nos. 78/764,709 and 78/764,719, respectively (collectively, the "Marks"), together with any and all goodwill of the business or businesses associated therewith (the "Goodwill");

WHEREAS, Assignor and Assignee desire to confirm of record such assignment; and

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the domain name kanterinternational.com (the "Domain Name");

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Assignor and Assignee hereby agree as follows:

1. **Assignment**
 - a. **Marks**. Assignor shall and hereby does assign, transfer and convey to Assignee all right, title and interest in and to the Marks together with (a) the Goodwill and (b) all causes of action, claims and demands arising from any infringement, including past infringements, of the Marks.
 - b. **Domain Name Registration**. No later than fifteen (15) business days following the Effective Date, Assignee shall submit to the then-current domain name registrar (the "Registrar") a request to transfer ownership of the Domain Name registration from Assignor to Assignee. No later than fourteen (14) business days following Assignor's notification by the Registrar that such a request has been received, Assignor shall grant the request and complete any formalities required by the Registrar to effect such transfer of ownership of the Domain Name registration from Assignor to Assignee.

- c. Notwithstanding anything set forth herein to the contrary, nothing herein shall in any way limit Assignor's ability to conduct its business.

2. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that as of the Effective Date:

- a. Ownership of Marks. Subject to the provisions of Subsection 2(d) below, Assignor is the owner of all right, title and interest in and to the Marks and all associated Goodwill.

- b. Authority to Assign. Subject to the provisions of Subsection 2(d) below, Assignor has all requisite power and authority to assign all of the rights in the Marks and all associated Goodwill to Assignee, and all actions on the part of Assignor necessary for the authorization, execution and delivery of this Assignment and the performance of all obligations hereunder have been duly and validly taken.

- c. Unencumbered Ownership of Marks by Assignee. Subject to the provisions of Subsection 2(d) below, upon the execution of this Assignment, Assignee shall own all right, title and interest in and to the Marks and all associated Goodwill free and clear of any liens, claims, licenses, reservations or encumbrances of Assignor or any third party.

- d. Opposition Proceedings; No Known Infringement. Subject to the provisions of Subsection 2(d) below, the pending federal application to register KANTER INTERNATIONAL (U.S. Ser. No. 78/764,709) is the subject of Opposition No. 91179308 before the United States Trademark Trial and Appeal Board (the "TTAB"). The pending federal application to register KANTER INTERNATIONAL & Design (U.S. Ser. No. 78/764,719) is the subject of Opposition No. 91179647 before the TTAB. Other than the foregoing opposition proceedings (collectively, the "Opposition Proceedings"), there is no pending or, to the knowledge of Assignor, threatened claim or litigation against Assignor (nor, to the knowledge of Assignor, does there exist any basis therefor) contesting Assignor's ownership of or right to use or register either of the Marks. On June 17, 2008, Post Publication Amendments of Applications with Conditional Stipulations of Dismissal Without Prejudice were filed with the TTAB and Assignor expects the Opposition Proceedings to soon be administratively dismissed.

- e. No Violation of Judgment or Decree. This Assignment shall not violate any judgment, decree, law, regulation or order or any covenant or agreement to which Assignor is a party or by which it is bound.

3. Further Assurances. Assignor and Assignee shall without further consideration reasonably perform such other lawful acts and execute such additional lawful documents as Assignee and Assignor, as the case may be, may reasonably request from time to time to fully effect this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks and the Domain Name registration and all other rights conveyed hereby.

4. Law Governing. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without reference to the conflicts-of-laws rules of such State, and the trademark laws of United States of America.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. For purposes of this Assignment, a facsimile signature shall be deemed an original.


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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Effective Date by their respective authorized officers.

KANTER INTERNATIONAL, LLC

STEEN KANTER, LLC

By: _____

By:  _____

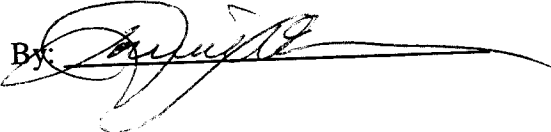
Title


Manager

Title

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Effective Date by their respective authorized officers.

KANTER INTERNATIONAL, LLC

By: 


Title

STEEN KANTER, LLC

By: _____

Title