

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tevco Inc.		12/09/2008	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TV Acquisition Corp.		
<b>Street Address:</b>	110 Pomponio Avenue		
<b>City:</b>	South Plainfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07080		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1951293	TEVCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)530-2225		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-530-2025		
<b>Email:</b>	pnussbaum@wolffsamson.com		
<b>Correspondent Name:</b>	Peter Nussbaum		
<b>Address Line 1:</b>	One Boland Drive		
<b>Address Line 4:</b>	West Orange, NEW JERSEY 07052		
<b>NAME OF SUBMITTER:</b>	Peter E. Nussbaum		
<b>Signature:</b>	/Peter E. Nussbaum/		
<b>Date:</b>	12/17/2008		

Total Attachments: 9

**900122884**

**TRADEMARK  
 REEL: 003905 FRAME: 0254**

**OP \$40.00 1951293**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Assignment") is made as of the 9<sup>th</sup> day of December, 2008, by and among Tevco Inc. ("Assignor"), a New Jersey corporation having a principal business address of 110 Pomponio Avenue, South Plainfield, New Jersey 07080; Webster Business Credit Corporation ("Webster"), a corporation organized under the laws of the State of New York and having an office located at 360 Lexington Avenue, New York, New York 10017; to TV Acquisition Corp., a New Jersey corporation, having a principal business address of 110 Pomponio Avenue, South Plainfield, New Jersey 07080 ("Assignee").

**WHEREAS**, Tevco owns all right, title and interest in and to the TEVCO mark as more fully described on Exhibit A attached hereto, including all common law rights in and to the same (the "Mark"); and

**WHEREAS**, in order to secure its obligations under a Credit and Security Agreement dated August 4, 2006, as amended (the "Credit Agreement"), between Assignor and Webster, Assignor granted Webster a lien on and security interest in the Mark pursuant to a Trademark Security Agreement dated August 4, 2006 (the "Trademark Security Agreement"), which was recorded on August 25, 2006 with the United States Patent and Trademark Office at Reel 003377, Frame 0374; and

**WHEREAS**, as a result of certain uncured defaults by Assignor under the Credit Agreement, Webster exercised its default rights and remedies thereunder and under the Trademark Security Agreement, conducting a secured party sale of substantially all of Assignor's assets, including the Mark, pursuant to which such assets, including the Mark, were conveyed to Assignee pursuant to that certain (i) Irrevocable Bid entered into by Webster, Assignee and Assignor, dated December 9, 2008 (the "Bid") and (ii) Bill of Sale executed and delivered by Webster in favor of Assignee (and acknowledged and consented to by Assignor ) (the "Bill of Sale"); and

**WHEREAS**, in order to memorialize the conveyance to Assignee of all of Assignor's right, title, and interest in and to the Mark, the parties desire to execute and deliver this Assignment;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor' right, title and interest throughout the world in and to the Mark, together with all of the good will of the business symbolized by said Mark together with the right to recover damages and profits and all other remedies for past infringements thereof.

2. The entire interest assigned herein is to be held and enjoyed by Assignee and by its successors, assigns, and legal representatives, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

3. Assignor further covenants that Assignor will execute and deliver, from time to time after the date hereof upon the request of Assignee at Assignee's expense, such further documents, papers, forms, and authorizations, and will take all other actions that may be necessary for securing, completing, or vesting in Assignee all right, title, and interest in and to the Mark, to the fullest extent possible. In addition, Assignor shall provide to Assignee and its successors, assigns, and legal representatives cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, and other documentation as may be reasonably required) in the prosecution or defense of any reexamination, reissue, infringement suit, or other proceeding that may arise in connection with any of the rights assigned herein.

4. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all of Assignor's right, title, and standing to (a) receive all rights and benefits pertaining to the Mark, (b) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark, and (c) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

5. Webster hereby executes and delivers this Assignment for the sole purpose of consenting to the transaction contemplated in this Assignment and such consent shall not, in any manner, operate to modify, replace or supplement Webster's representations, warranties, obligations and disclaimers as set forth in the Bid and the Bill of Sale.

6. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflicts of law principles.

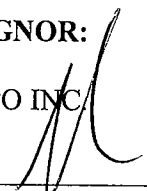
**[END OF TEXT; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, authorized representatives of the parties have executed this Trademark Assignment on the date first written above.

**ASSIGNOR:**

TEVCO INC

By: \_\_\_\_\_

  
Jeffrey S. Hersh  
Chief Executive Officer

**ASSIGNEE**

**TV Acquisition Corp.**

By: \_\_\_\_\_

Marla S. Smith  
Senior Vice President

**WEBSTER BUSINESS CREDIT CORPORATION**

By: \_\_\_\_\_

Name:  
Title:

[Signature Page to Trademark Assignment]

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**ASSIGNOR:**

TEVCO INC.

By: \_\_\_\_\_  
Jeffrey S. Hersh  
Chief Executive Officer

**ASSIGNEE**

TV Acquisition Corp.

By: \_\_\_\_\_  
  
Marla S. Smith  
Senior Vice President

WEBSTER BUSINESS CREDIT CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Assignment]

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**ASSIGNOR:**

TEVCO INC.

By: \_\_\_\_\_  
Jeffrey S. Hersh  
Chief Executive Officer

**ASSIGNEE**

**TV Acquisition Corp.**

By: \_\_\_\_\_  
Marla S. Smith  
Senior Vice President

WEBSTER BUSINESS CREDIT CORPORATION

By: \_\_\_\_\_  
Name: *Narvey Winters*  
Title: *Vice President*

[Signature Page to Trademark Assignment]

STATE OF New Jersey )  
COUNTY OF Passaic ) SS

I CERTIFY that on December 9th, 2008, Jeffrey S. Hersh personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- Chief Executive Officer
- (a) he/she is the Officer of Tevco Inc., the corporation named in the attached document;
  - (b) he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
  - (c) he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.

Kelly Jean Vauman

STATE OF NEW YORK )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on November \_\_\_\_\_, 2008, Edward Jesser personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he is a Senior Vice President of Webster Business Credit Corporation, the corporation named in the attached document;
  - (b) he executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
  - (c) he was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.
-



STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

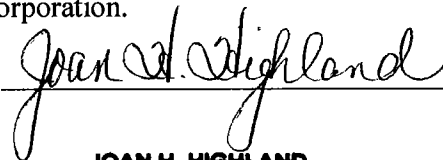
I CERTIFY that on \_\_\_\_\_, 2008, \_\_\_\_\_  
personally appeared before me, and that he/she acknowledged under oath, to my  
satisfaction, that:

- (a) he/she is the \_\_\_\_\_ of Tevco Inc., the corporation named in the  
attached document;
- (b) he/she executed and delivered the attached document as the voluntary act  
and deed of such corporation, for the uses and purposes therein expressed;  
and
- (c) he/she was authorized by such corporation to execute and deliver the  
attached document on behalf of such corporation.

STATE OF NEW YORK )  
 ) SS  
COUNTY OF New York )

I CERTIFY that on ~~November~~ December 9th, 2008, ~~Edward Jesser~~ Harvey Winter personally  
appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he is a Senior Vice President of Webster Business Credit Corporation, the  
corporation named in the attached document;
- (b) he executed and delivered the attached document as the voluntary act and  
deed of such corporation, for the uses and purposes therein expressed; and
- (c) he was authorized by such corporation to execute and deliver the attached  
document on behalf of such corporation.

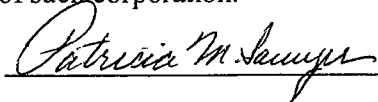


**JOAN H. HIGHLAND**  
Notary Public, State of New York  
No. 4884873  
Qualified in Putnam County  
Certificate filed in New York County  
Commission Expires August 5, 2009

STATE OF New Jersey )  
 ) SS  
COUNTY OF Essex )

I CERTIFY that on December 9<sup>th</sup>, 2008, Marla S. Smith personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Sr. VP. of **TV Acquisition Corp.**, a New Jersey corporation, the corporation named in the attached document;
- (b) he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
- (c) he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.

  
\_\_\_\_\_

**PATRICIA M. SAWYER**  
**A NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES OCT. 14, 2013**

**EXHIBIT A**

Description of Mark:

The logo for Tevco is written in a stylized, cursive font. The letters are dark and have a slightly textured appearance. The 'T' is the largest and most prominent letter, followed by 'e', 'v', 'c', and 'o'. There is a small, dark, teardrop-shaped mark at the end of the 'o'.

United States Trademark **Registration Number 1,951,293**, registered on January 23, 1996, for the mark TEVCO and design in Class 3 for cosmetics, namely nail polishes sold in bulk and supplied in containers ranging from five to fifty-five gallon drums, quick-drying nail polishes, one-coat and other nail polishes, nail lacquers, enamels and nail polish removers.