

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
Stylus Inc.		12/07/2009	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	MZB International LLC
Street Address:	29-76 Northern Blvd.
Internal Address:	4th Floor
City:	Long Island City
State/Country:	NEW YORK
Postal Code:	11101
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2483277	AIR WRITER
Registration Number:	2926571	BALLPOINT
Registration Number:	2739684	BALLPOINT PENCIL
Registration Number:	3524650	GIGA BUBBLES
Registration Number:	3524653	THE UNSTOPPABLE GIGA BUBBLES
Registration Number:	2773095	LIQUID LEAD
Registration Number:	1314537	PC
Registration Number:	1749873	PC
Registration Number:	1316905	PIERRE CARDIN
Registration Number:	1316906	PIERRE CARDIN
Serial Number:	78628984	SPRAY ART
Registration Number:	2513803	STYLUS
Registration Number:	2776556	STYLUS STUDIO

CH \$340.00 2483277

CORRESPONDENCE DATA

Fax Number: (212)643-6500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-643-7000
Email: pto@sillscummis.com
Correspondent Name: Sills Cummis & Gross P.C.
Address Line 1: One Rockefeller Plaza
Address Line 2: Intellectual Property Department
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	09910103.000001
NAME OF SUBMITTER:	Barry Rosenbaum
Signature:	/Barry Rosenbaum/
Date:	04/29/2010

Total Attachments: 15
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Assignment Of Trademarks

ASSIGNMENT OF TRADEMARKS, made and dated as of December 7, 2009 (this "Assignment") as follows:

WHEREAS, **STYLUS INC.** a Michigan corporation (the "Assignor"), is the owner of the entire right, title and interest in and to the trademarks listed on Schedule A annexed hereto, including but not limited to common law and statutory rights thereto, and all registered trademarks and pending trademark applications in and before the United States Patent and Trademark Office, together with the business symbolized by and appurtenant thereto and the goodwill associated therewith (collectively, the "Trademarks"); and

WHEREAS, Assignor granted to **FIFTH THIRD BANK** (the "Lender"), a continuing priority security interest in and general lien upon Assignee's general intangibles and other assets, including but not limited to the Trademarks; and

WHEREAS, pursuant to a certain Loan Purchase and Security Agreement dated as of the date hereof by and between the Lender and **MZB INTERNATIONAL LLC**, a New York limited liability company ("the "Assignee") the Assignee has purchased and assumed certain loans of Assignor to Lender; and

WHEREAS, pursuant to a certain Peaceful Possession Letter dated as of the date hereof by and between Assignor, Barry Rosenbaum, Barry Rosenbaum, as Trustee of the Barry Rosenbaum Revocable Trust u/t/a/d March 14, 2000 and the Assignee (the "Peaceful Possession Letter") and a certain Agreement dated as of the date hereof by and among Assignor, Barry Rosenbaum, Barry Rosenbaum, as Trustee of the Barry Rosenbaum Revocable Trust u/t/a/d March 14, 2000 and the Assignee (the "Agreement"), Assignor has agreed to sell, convey, transfer, and assign to Assignee all of Assignor's Trademarks, and the goodwill associated therewith, among other collateral surrendered by Assignor to Assignee under the Peaceful Possession Letter and Agreement; and

WHEREAS, Assignor now makes the Assignment to convey, transfer and assign to Assignee the Trademark, together with the business symbolized by and appurtenant thereto and the goodwill associated therewith;

NOW, THEREFORE, for the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged,

ASSIGNOR does hereby sell, assign and transfer to the **ASSIGNEE** all right, title and interest in and to the Trademarks, together with all goodwill and business symbolized by said Trademarks and appurtenant thereto, and all causes of action and claims for damages therefor, as well as the right to sue for past and present infringement thereof, free and clear of all liens and encumbrances. Upon execution and delivery of this Assignment, all liens encumbrances, mortgages, security interests, pledges, claims, equities, interests and other interests or charges of any kind or nature whatsoever that the Lender or any other party may have in or to the Trademarks shall be and shall be deemed discharged.

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns forever.

1. Assignor represents and warrants to Assignee that (a) Assignor is the owner of the entire right, title and interest in and to the Trademarks, including but not limited to common law and statutory rights thereto and the goodwill and business symbolized by the Trademarks, and (b) the Trademarks have been continuously used by Assignor (and its affiliates and/or licensees) in interstate commerce from the said date of first use until the date hereof.

2. Assignor hereby agrees, at any time and from time to time (at Assignee's expense), to execute all instruments, documents and papers and to perform such other proper acts as Assignee, its successors or assigns may reasonably request, to preserve, perfect, evidence or validate this Assignment, to secure to Assignee, its successors or assigns the rights hereby assigned.

3. Assignor hereby agrees, at any time and from time to time, to cooperate in good faith in any action to the extent reasonably required by Assignee, without cost to Assignor, to enforce the rights transferred hereunder.

4. This Assignment may not be waived, changed or terminated or modified without the written and signed consent of Assignor and Assignee.

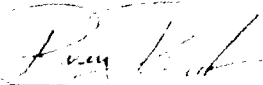
5. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Assignment may be executed in multiple counterparts, each of which when executed shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

STYLUS INC.

By: 
Name: Perry Rosenbaum
Title: President & CEO

ASSIGNEE hereby accepts the foregoing Assignment.

ASSIGNEE:

MZB INTERNATIONAL LLC.

By: _____
Name:
Title:

LENDER hereby consents to the foregoing Assignment and hereby releases any security interest in the Trademarks.

LENDER:

FIFTH THIRD BANK

By: _____
Name:
Title:

ACKNOWLEDGMENTS

On the 7th day of December 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Barry Rosenbaum personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

ROBERT JERIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Aug 8, 2012

Robert Jeris
Notary Public
My Commission Expires: 8-8-2012

On the ___ day of _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public
My Commission Expires:

On the ___ day of _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:


STYLUS INC.

By: _____
Name:
Title:

ASSIGNEE hereby accepts the foregoing Assignment.

ASSIGNEE:

MZB INTERNATIONAL LLC.

By: 
Name: **BERNARD MOTZINGER**
Title: **MANAGER**

LENDER hereby consents to the foregoing Assignment and hereby releases any security interest in the Trademarks.

LENDER:

FIFTH THIRD BANK

By: _____
Name:
Title:

ACKNOWLEDGMENTS


On the ____ day of _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public
My Commission Expires:

On the 3 day of December, 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared Bernard W. Mellich personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

© MONICA INTER
Notary Public State of N.Y.
No. 01TI6062293
Qualified in Queens County
Certificate Filed in New York County
Commission Expires August

2013



Notary Public
My Commission Expires: 8/6/13

On the ____ day of _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

STYLUS INC.

By: _____
Name:
Title:

ASSIGNEE hereby accepts the foregoing Assignment.

ASSIGNEE:

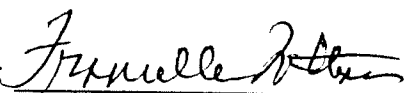
MZB INTERNATIONAL LLC.

By: _____
Name:
Title:

LENDER hereby consents to the foregoing Assignment and hereby releases any security interest in the Trademarks.

LENDER:

FIFTH THIRD BANK

By: 
Name: FRANÇOISE FULTON
Title: VICE PRESIDENT

ACKNOWLEDGMENTS

On the ____ day of _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

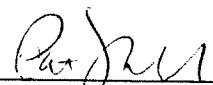
Notary Public
My Commission Expires:

On the ____ day of _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public
My Commission Expires:

On the 1st day of DECEMBER 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared FRANCELLA FULTON VICE PRES. personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

PAT WOODHEAD
NOTARY PUBLIC, STATE OF MA
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 6, 2014
RESIDING IN COUNTY OF OAKLAND



Notary Public
My Commission Expires:

Schedule A

Marks

Friday, July 24, 2009 Trademark List

Page: 1

STYLClient: Stylus Inc.

Trademark Name	Attorney(s)	Client Matter #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
AIR WRITER United States of AmericaCountry:	MAC MR Owner: Stylus Inc.	0184STYL	Registered	75/729552 16-Jun-1999	2483277 28-Aug-2001	17-Nov-199828-Aug-2011	
16 Classes: Goods: Writing instruments			Remarks:				
BALLPOINT United States of AmericaCountry:	MAC MR Owner: Stylus Inc.	0155STYL	Registered	76/354686 03-Jan-2002	2926571 15-Feb-2005	15-Feb-2015	
16 Classes: Writing instruments, namely, pencils and mechanical pencils Goods:			Remarks:				
BALLPOINT PENCIL United States of AmericaCountry:	MAC MR Owner: Stylus Inc.	0156STYL	Registered	76/354685 03-Jan-2002	2739684 22-Jul-2003	22-Jul-2013	01-May-2002
16 Classes: Writing instruments, namely, pencils and mechanical pencils Goods:			Remarks:				
BRIO JapanCountry:	MAC MR Owner: Advance Watch d/b/a Stylus Wr ?	0202STYL	Registered	2005-000796 07-Jan-2005	4892216 02-Sep-2005	02-Sep-2015	
16 Classes: Writing implements [writing instruments]; other stationery and materials Goods:			Remarks:				

Friday, July 24, 2009

Trademark List

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STYLCClient: Stylus Inc.

Trademark Name	Attorney(s)	Client Matter #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
BRIO	MAC MR	0202STYL	Registered	40-2005-606	639953	22-Nov-2015	
Korea (South)Country:	Owner:	Advance Watch d/b/a Stylus Wr		06-Jan-2005	22-Nov-2005		
16 Classes:							
Ballpoint pens; ink refills for ballpoint pens; rollerball pens; ink refills for rollerball pens; mechanical pencils; refills for mechanical pencils; and non-mechanical pencils Goods: Remarks:							
ELGIN	MAC MR	0181STYL	Registered	2004-081169	4864196	13-May-2015	
JapanCountry:	Owner:	Advance Watch d/b/a Stylus Wr		02-Sep-2004	13-May-2005		
16 Classes:							
Goods: Stationery and study materials Remarks:							
GIGA BUBBLES	MAC MR	0220STYL	Registered	77/035170	3524650	28-Oct-2018	12-Aug-2008
United States of AmericaCountry:	Owner:	Stylus Inc.		02-Nov-2006	28-Oct-2008		
28Classes:							
Bubble making toys, namely, bubble making wands, blowers, guns, squirters and bubble making solution Goods: Remarks:							
GIGA BUBBLES and Design	MAC MR	0221STYL	Registered	77/035348	3524653	28-Oct-2018	12-Aug-2008
United States of AmericaCountry:	Owner:	Stylus Inc.		02-Nov-2006	28-Oct-2008		
28Classes:							
Bubble making toys, namely, bubble making wands, blowers, guns, squirters and bubble making solution Goods: Remarks:							

STYLClient: Stylus Inc.

Trademark Name	Attorney(s)	Client Matter #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
LIQUID LEAD United States of AmericaCountry:	MAC MR Owner: Stylus Inc.	0157STYL	Registered	76/354684 03-Jan-2002	2773095 14-Oct-2003	14-Oct-2013	01-May-2002
16 Classes: Goods: Writing instruments Remarks:							
PANACHE JapanCountry:	MAC MR Owner: Advance Watch d/b/a Stylus Wr	0203STYL	Registered	2005-000797 07-Jan-2005	4892217 02-Sep-2005	02-Sep-2015	
16 Classes: Writing implements [writing instruments]; other stationery and materials Goods: Remarks:							
PANACHE Korca (South)Country:	MAC MR Owner: Advance Watch d/b/a Stylus Wr	0203STYL	Registered	40-2005-607 06-Jan-2005	639954 22-Nov-2005	22-Nov-2015	
16 Classes: Ballpoint pens; ink refills for ballpoint pens; rollerball pens; ink refills for rollerball pens; mechanical pencils; refills for mechanical pencils; and non-mechanical pencils Goods: Remarks:							
PC (Stylized) United States of AmericaCountry:	MAC MR Owner: Advance Watch d/b/a Stylus Wr	0180STYL	Registered	73/432245 27-Jun-1983	1314537 15-Jan-1985	15-Jan-2015	
The following Class 16 goods only: Stationery, namely, paper, writing paper, notebooks, pads, folders, calendars, and office requisites, namely, fountain pens, ball points, felt pens, inks, diaries Goods: Remarks:							

STYL Trademark Name Client: Stylus Inc.

	Attorney(s)	Client Matter #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
PC (Stylized) United States of AmericaCountry:		0170MAC MR Advance Watch d/b/a Stylus WrOwner: STYL	Registered	74/176917 17-Jun-1991	1749873 02-Feb-1993		02-Feb-2013
PC and Design CanadaCountry:		The following Class 16 goods only: Memo pads; diaries, agendas, personal pocket planners; and address books; pens and pencils; letter openers; block calendars and printed schedules; writing paper; letter, document and paper expanding files; carbon paper; notebooks; book covers; note and writing pads; file, stationery; playing cards Goods: Remarks: 0169 RegisteredMAC MR Advance Watch d/b/a Stylus Wr 542082 17-Apr-1985Owner: STYL			342582 08-Jul-1988		08-Jul-2018
PIERRE CARDIN CanadaCountry:		The following Class 16 goods only: WRITING PAPER Goods:	Registered	318,973 14-Jan-1969	168669 23-Apr-1970		23-Apr-2015
PIERRE CARDIN CanadaCountry:		The following Class 16 goods only: STATIONERY Goods:	Registered	603,076 17-Mar-1988	408608 26-Feb-1993		26-Feb-2023
		The following Class 16 goods only: PAINTBRUSHES Goods:					

STYL Trademark
Name Client: Stylus Inc.

	Attorney(s)	Client Matter #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
PIERRE CARDIN United States of AmericaCountry:	0178MAC MR Advance Watch d/b/a Stylus WrOwner: STYL		Registered	73/432082 27- Jun-1983	1316905 29- Jan-1985	29-Jan- 2015	

The following Class 16 goods only: Stationery, namely, paper, writing paper, notebooks, pads, folders, calendars, and office requisites, namely, fountain pens, ball points, felt pens, inks, diaries Goods: Remarks: 0168 RegisteredMAC MR Advance Watch d/b/a Stylus Wr 542,085 17-Apr-1985Owner: STYL

PIERRE CARDIN
(Script) and Design
CanadaCountry:

342833 15-
Jul-1988 15-Jul-
2018

The following Class 16 goods only: WRITING PAPER Goods: Remarks:

PIERRE CARDIN (Stylized) United States of AmericaCountry:	0177MAC MR Advance Watch d/b/a Stylus WrOwner: STYL		Registered	73/432244 27- Jun-1983	1316906 29- Jan-1985	29-Jan- 2015	
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The following Class 16 goods only: Stationery, namely, paper, writing paper, notebooks, pads, folders, calendars, and office requisites, namely, fountain pens, ball points, felt pens, inks, diaries Goods: Remarks: 0173 RegisteredMAC MR Advance Watch d/b/a Stylus Wr 383632 10-Mar-1975Owner: STYL

PIERRE CARDIN
and Design
CanadaCountry:

216335 01-
Oct-1976 01-Oct-
2021

The following Class 16 goods only: WRITING PAPER Goods: Remarks:

Friday, July
24, 2009

Trademark List

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STYL Client: Stylus Inc.

Trademark Name	Attorney(s)	Client Matter #	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
SPRAY ART Canada Country:	MAC MR Owner: Stylus Inc.	0239STYL	Pending	1251709 23-Mar-2005			
				Writing, marking and drawing instruments; Goods: instruments for spraying, airbrushing and marking paper, stencils and other objects; arts and crafts products	Remarks:		
SPRAY ART United States of America Country:	MAC MR Owner: Spin Master Ltd.	0239STYL	Pending	78/628984 12-May-2005			
STYLUS (Stylized) United States of America Country:	MAC MR Owner: Stylus Inc.	0153STYL	Registered	75/689616 23-Apr-1999	2513803 04-Dec-2001	01-Mar-1992 04-Dec-2011	
				Goods: Writing instruments	Remarks:		
STYLUS STUDIO United States of America Country:	MAC MR Owner: Stylus Inc.	0172STYL	Registered	76/374753 25-Feb-2002	2776556 21-Oct-2003	21-Oct-2013	
				Goods: Writing instruments	Remarks:		