

08-13-1999



COVER SHEET  
S ONLY

Docket No.:

03040.0084

Tab settings

To the Honorable Commiss

101116819

record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dryclean U.S.A. Franchise Company

*Wep  
8/10/99*

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 9, 1999

2. Name and address of receiving party(ies):

Name: Dryclean U.S.A. Holding Company, Inc.

Internal Address:

Street Address: 290 N.E. 68th Street

City: Miami State: FL ZIP: 33138

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other

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)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See Schedule  
A attached  
hereto

B. Trademark Registration No.(s)

See Schedule  
A attached  
hereto

Additional numbers attached?  Yes  No

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

Name: Karl M. Zielaznicki, Esq.

Internal Address: Parker Chapin Flattau & Klimpl, LLP

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41):.....\$ \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-672

08/12/1999 NTHAI1 00000194 500672 1195878

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 50.00 CH 175.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karl M. Zielaznicki, Esq.

Name of Person Signing

*[Signature]*

Signature

August 10, 1999

Date

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

5

**SCHEDULE A**

**DRYCLEAN U.S.A. Franchise Company -- Trademarks**

**1. United States Federal Registrations**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
DRYCLEAN-USA	1,195,878	May 18, 1982
DRYCLEAN U.S.A & design	1,195,878	May 18, 1982
CLEAN ACROSS AMERICA	1,398,848	June 24, 1986
TURN DIRT INTO DOLLARS	1,455,699	September 1, 1987
DRYCLEAN-USA	1,519,141	January 3, 1989
DRYCLEAN USA & design	1,939,817	December 5, 1995

**2. United States Federal Applications**

<b><u>Mark</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>
CLEAN AROUND THE WORLD	74/251,814	March 3, 1992
DRYCLEAN USA INTERNATIONAL & design	75/412,620	December 30, 1997
DESIGN ONLY	75/412,622	December 30, 1997
DRYCLEAN USA INTERNATIONAL	75/412,623	December 30, 1997

## TRADEMARK ASSIGNMENT

WHEREAS, simultaneously with the execution and delivery of this Trademark Assignment (this "Assignment"), DRYCLEAN U.S.A. FRANCHISE COMPANY, a Florida corporation, having an office at 550 South Winchester Boulevard, Suite 620, San Jose, California 95128 ("Assignor"), is selling, among other things, certain trademark assets and properties pursuant to an Asset Purchase Agreement dated as of July 8, 1999 (the "Purchase Agreement"), to DRYCLEAN U.S.A. HOLDING COMPANY, INC., a Florida corporation having an office at 290 N.E. 68th Street, Miami, Florida 33138-5567 ("Assignee"); and

WHEREAS, the Assignor is the owner of all right, title and interest in the trademarks, along with the applications and registrations, listed on Schedule A annexed hereto (hereinafter, the "Marks") and the goodwill of the business associated therewith; and

WHEREAS, the Assignee desires to acquire from the Assignor all of Assignor's right, title and interest in and to the Marks worldwide and the associated goodwill;

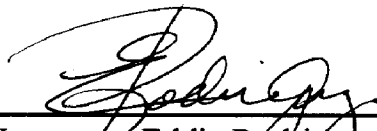
NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms, assigns, transfers and sets over to the Assignee and its successors and assigns, all of the Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business associated with the Marks and which is symbolized by the Marks, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, along with the right to sue and recover damages and profits for past infringements thereof.

Assignor hereby authorizes and requests the United States Assistant Commissioner for Trademarks to issue all registrations maturing from pending applications filed by Assignor in the name of Assignee.

The Assignor expressly agrees, upon the written request of the Assignee, to execute, acknowledge and deliver, such documents and other instruments that the Assignee may consider to be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to the Assignee of the Marks.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on this 9<sup>th</sup> day of July, 1999.

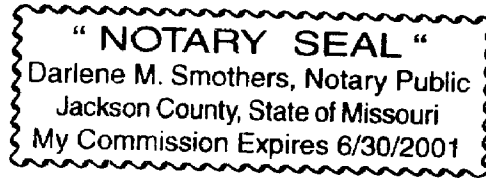
**DRYCLEAN U.S.A. FRANCHISE  
COMPANY**

By:   
Name: Eddie Rodriguez  
Title: President

STATE OF MISSOURI     )  
                                  ) SS:  
COUNTY OF JACKSON    )

On the 9th day of July in the year 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared Eddie Rodriguez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Trademark Assignment and acknowledged to me that he holds the office of President of Dryclean U.S.A. Franchise Company, that he executed the within Trademark Assignment in such capacity, and that he was duly authorized to execute the within Trademark Assignment on behalf of said corporation.

*Darlene M. Smothers*  
Notary Public



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I hereby certify that this correspondence is being deposited  
with the United States Postal Service as Express Mail No. EJ335336581US  
in an envelope addressed: Commissioner of Patents & Trademarks,  
BOX ASSIGNMENTS, Washington, D.C. 20231, on--August 10, 1999  
Date of Deposit

Karl M. Zielaznicki

Attorney

Signature

August 10, 1999

Date of Signature