

Tab settings     03/13/00



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To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):

Trade Fixtures, Inc.  
1501 Westpark Drive, Suite 5  
Little Rock, AR 72204

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

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

3. Nature of conveyance:

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

Execution Date: January 4, 2000

2. Name and address of receiving party(ies)

Name: Trade Fixtures, LLC

Internal Address: \_\_\_\_\_

Street Address: 111-01 14th Avenue

City: College Park State: NY ZIP: 11356

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 patent number(s):

A. Trademark Application No.:



See attached

03-15-2000

U.S. Patent & TMO/TM Mail Rept Dt. #87

B. Trademark Registration No.(s)

See attached

Additional numbers attached?  Yes  No

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

Name: Ethan Flaherty, Esq.

Internal Address: Nixon Peabody LLP

Street Address: 101 Federal Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/18/2000 DC0ATES 00000116 1815932

DO NOT USE THIS SPACE

01 FC:401

02 FC:482

(40.00 DP)  
(100.00 DP)

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.

Ethan M. Flaherty  
Name of Person Signing

Ethan M. Flaherty  
Signature

3/13/00  
Date

4

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

SCHEDULE A

TRADEMARKS

| <u>Mark</u>     | <u>U.S. Reg. #</u> | <u>Reg. Date</u> | <u>U.S. Appl. #</u> | <u>Filing Date</u> | <u>Class</u> |
|-----------------|--------------------|------------------|---------------------|--------------------|--------------|
| STOCK OPTION    | 1,815,932          | 1/11/94          |                     |                    |              |
| TF (and design) | 1,748,529          | 1/26/93          |                     |                    |              |
| TRADE BINS      | 1,424,864          | 1/13/87          |                     |                    |              |
| RADEUS          |                    |                  | 75-562,392 (ITU)    | 10/1/98            |              |
| TRADE FIXTURES  |                    |                  | 75-754,388          | 7/19/99            |              |

TRADEMARK ASSIGNMENT

WHEREAS, Trade Fixtures, Inc., an Arkansas corporation with an address of 1501 Westpark Drive, Suite 5, Little Rock, AR 72204 ("Assignor"), is the sole owner of the trademarks outlined in Schedule A, attached hereto (the "Trademarks"), which are all of the trademarks owned by Assignor used in or related to the business of Assignor, and the goodwill of the business in connection with which the Trademarks are used;

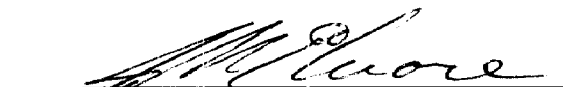
WHEREAS, Assignor federally registered, or has applied for federal registration of, the Trademarks, as outlined in Schedule A; and

WHEREAS, Trade Fixtures Acquisition, LLC, a Delaware limited liability company with an address of 111-01 14<sup>th</sup> Avenue, College Point, NY 11356 ("Assignee"), desires to acquire the Trademarks and the goodwill represented thereby in connection with its acquisition of the business and other assets of Assignor;

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee the entire right, title and interest in and to the Trademarks, including all rights to sue and recover for past infringement, the goodwill represented by the Trademarks, and the certificates of federal registration of the Trademarks.

Executed this 4th day of January 2000.

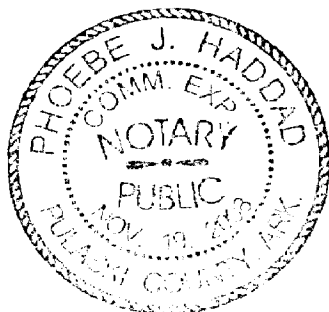
TRADE FIXTURES, INC.


  
Jim Elmore, President

ACKNOWLEDGMENT

State of Arkansas )  
County of Pulaski ) ss.

On Jan. 4, 2000, before me, PHOEBE HADDAD, a notary public for the State of Arkansas, personally appeared Jim Elmore known to me to be the person who executed the within instrument, and acknowledged to me that he execute the same as his free act and deed.



  
Notary Public  
My commission expires: 11/19/2003

BOS345048.1