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Tab settings

To the Honorable Commissioner of Patents &

ached original documents or copy thereof.

1. Name of conveying party(ies):

**NEWLEAF Designs, Inc.**  
**1709 Lake Drive West**  
**Chanhassen, MN 55317**

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

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

3. Nature of conveyance:

**1-16-01**

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

Execution Date: January 2, 2001

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

Name: NewLeaf Designs, LLC

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

Street Address: 111-01 14th Avenue

City: College Point State: NY ZIP: 11356

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,605,583      2,332,595      2,046,409

Additional numbers  Yes  No

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

Name: James R. Eley, Reg. No. 36,790

Internal Address: Arter & Hadden, LLP

Street Address: 10 W. Broad Street

Suite 2100

City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations involved:.....

**3**

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**90E**

01/29/2001 DNGUYEN 00000009 1605583

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01 FC:481 40.00 DP  
02 FC:482 50.00 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.

James R. Eley

Name of Person Signing

Signature

January 12, 2001

Date

Total number of pages including cover sheet, attachments, and

**4**

TRADEMARK

## TRADEMARK ASSIGNMENT

This trademark assignment ("**Assignment**") is signed as of December 28, 2000 to be effective as of January 2, 2001, by NEWLEAF Designs, Inc., a Minnesota corporation, located at 1709 Lake Drive West, Chanhassen, MN 55317 ("**Assignor**") to NewLeaf Designs, LLC, a Delaware limited liability company, located at 111-01 14<sup>th</sup> Avenue, College Point, NY 11356 ("**Assignee**").

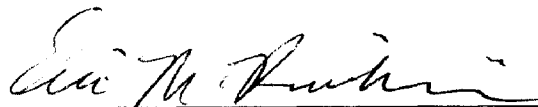
Assignee is purchasing certain trademark assets of Assignor, including those listed in Schedule A attached hereto, under an Asset Purchase and Royalty Agreement dated December 29, 2000 ("**Purchase Agreement**") among NEWLEAF Designs, Inc., Eric M. Rivkin (an individual), NewLeaf Designs, LLC and Display Technologies, LLC, a New York limited liability company.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby irrevocably assigns and transfers to Assignee all right, title and interest of Assignor in and to: (a) the trademarks listed on Schedule A attached hereto, with the registrations and applications therefor, (b) all common law trademarks used in the Business (as such term is defined in the Purchase Agreement), (c) the goodwill of the business symbolized by such trademarks, and (d) all causes of action arising from any of the trademarks transferred hereby.
2. At the request of Assignee, Assignor will execute, acknowledge and deliver such additional instruments of assignment as may be reasonably necessary to establish the ownership of record of all trademarks transferred under this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

NEWLEAF Designs, Inc.  
a Minnesota corporation



By: Eric M. Rivkin, its President

STATE OF MINNESOTA :  
 : SS.  
COUNTY OF HENNEPIN :

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of December 2000, by Eric M. Rivkin of NEWLEAF Designs, Inc., a Minnesota corporation, on behalf of the corporation.

Kristi J. Marchessault  
Notary Public

My commission expires: January 31, 2005



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RECORDED: 01/16/2001

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