

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-01-2002



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

3-15-02

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

OFFICE OF
FINANCE
2002 MAR 12 11 02 25

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
 Jan. 7, 2002

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name Align-Fifth Gear Acquisition Corporation

Execution Date
Month Day Year
 Jan. 8, 2002

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Lante Corporation

DBA/AKA/TA

Composed of

Address (line 1) 600 West Fulton Street

Address (line 2) Suite 4000

Address (line 3) Chicago Illinois 60661
City State/Country Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (*Designation must be a separate document from Assignment*).

Citizenship/State of Incorporation/Organization Delaware

03/29/2002 DBYRNE 00000083 2216407

FOR OFFICE USE ONLY

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40.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002472 FRAME: 0568

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document
Including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,216,407"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account:

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Liisa M. Thomas
Name of Person Signing


Signature

March 4, 2002
Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made by and between Align-Fifth Gear Acquisition Corporation (as successor in interest to Fifth Gear Media Corporation), a Delaware corporation and debtor-in-possession ("Assignor"), a subsidiary of Luminant Worldwide Corporation ("Luminant"), and Lante Corporation, a Delaware Corporation ("Assignee").

WHEREAS, Luminant and Assignee have entered into that certain Amended and Restated Asset Purchase Agreement, dated as of January 7, 2002 (the "Purchase Agreement");

WHEREAS, the Bankruptcy Court for the Southern District of Texas has approved the sale, transfer and assignment of assets described in the Purchase Agreement, including the assignment of the trademarks subject to this Agreement and attached hereto in Exhibit A, to the Assignee by an order dated January 8, 2002.

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademark listed in Exhibit A attached hereto and made a part hereof, including variations and derivations thereof (the "Mark").

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Mark as listed on Exhibit A together with the goodwill of the business in connection with which the Mark is used; and

WHEREAS, Assignor wishes to assign the Mark together with the goodwill of the business in connection with which the Mark is used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the Mark, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

This Trademark Assignment is delivered pursuant to, on the terms of, and subject to the representations and warranties set forth in the Purchase Agreement.

ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT, OR THAT MAY BE EXPRESSLY SET FORTH ELSEWHERE IN THIS TRADEMARK ASSIGNMENT (IF AT ALL), THE ASSETS, RIGHTS, AND PROPERTIES TO BE CONVEYED BY ASSIGNOR TO ASSIGNEE HEREUNDER ARE CONVEYED IN "AS-IS, WHERE-IS" CONDITION WITHOUT WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO PHYSICAL CONDITION, SUITABILITY FOR A PARTICULAR PURPOSE, FAIR MARKET VALUE, OR ANY OTHER MATTER WHATSOEVER. FURTHERMORE, ASSIGNEE ACKNOWLEDGES, REPRESENTS, AND WARRANTS TO ASSIGNOR THAT ASSIGNEE HAS NOT BEEN INDUCED TO EXECUTE THIS AGREEMENT BY ANY ACT, STATEMENT, OR REPRESENTATION OF ASSIGNOR OR ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES NOT EXPRESSLY SET FORTH IN THIS TRADEMARK ASSIGNMENT OR IN THE PURCHASE AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 8TH day of JANUARY, 2002

**ALIGN-FIFTH GEAR
ACQUISITION CORPORATION**

By: *James R. Corey*

Name: JAMES R COREY

Title: CEO

LANTE CORPORATION

By: _____

Name: _____

Title: _____

Subscribed and Sworn to Before Me
this 8th day of January, 2002.

James C. Smith

Notary Public

My commission expires: 10/31/04

Subscribed and Sworn to Before Me
this _____ day of _____, 200 .

Notary Public

My commission expires: _____

Lante/Luminant—FGMC Trademark Assignment

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 8th day of January, 2002

**ALIGN-FIFTH GEAR
ACQUISITION CORPORATION**

By: _____

Name: _____

Title: _____

Subscribed and Sworn to Before Me
this _____ day of _____, 2002.

Notary Public

My commission expires: _____

LANTE CORPORATION

By: C. R. Puryear

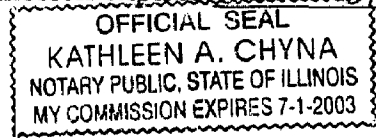
Name: C. Rudy Puryear

Title: President + CEO

Subscribed and Sworn to Before Me
this 8th day of January, 2002

Kathleen A. Chyna
Notary Public

My commission expires: 7-1-2003



Lante/Luminant—FGMC Trademark Assignment

EXHIBIT A

TRADEMARK

MARK	SERIAL/ REG. NUMBER	FILE/ REG. DATE
FIFTH GEAR (service/word mark)	R.N. 2,216,407	R.D. 1/5/99