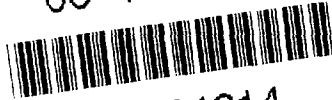


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-11-02 Sunshine Art Studios, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Edward R. Robbins Internal Address: Street Address: 30 West Colonial Road City: Wilbraham State: MA Zip: 01095 [x] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] 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

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1493725 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John E. Garber, Esq. c/o Robinson Donovan Madden & Barry, P.C. Internal Address: Street Address: 1500 Main Street, Ste. 1600 City: Springfield State: MA Zip: 01115

6. Total number of applications and registrations involved: [] 7. Total fee (37 CFR 3.41).....\$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. John E. Garber, Esq. Name of Person Signing Signature Date 6/4/02

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/14/2002 TBI AZ1 00000094 1493725 01 FC:481 40.00 OP

TRADEMARK REEL: 002525 FRAME: 0615

ASSIGNMENT

SUNSHINE ART STUDIOS, INC. ("Sunshine"), a Massachusetts corporation, and EDWARD R. ROBBINS ("Robbins") hereby make this Agreement on this 11th day of January, 2002:

WHEREAS, Sunshine is in the business of manufacturing and/or selling greeting cards and related products; and

WHEREAS, Robbins is also in the business of the manufacture and/or sale of greeting cards; and;

WHEREAS, Sunshine is the registered owner of Trademark Registration No. 1493725, Serial No. 73689052, of the mark "The Windsor Collection," which attained registration at the United States Patent & Trademark Office on June 21, 1988 (the "Mark").

NOW, THEREFORE, Sunshine and Robbins seek to transfer and assign from Sunshine to Robbins all right and ownership in the Mark along with related goodwill, on the terms and condition contained herein:

1. For the sum of One Dollar (\$1.00) and other good and valuable consideration received from Robbins, Sunshine hereby assigns, without reservation or qualification, all of its rights, title and ownership to the Mark along with the goodwill associated with the Mark.
2. The parties to this Agreement recognize and agree that the transfer of goodwill associated with the Mark is necessary to the assignment which is the subject of this Agreement. Robbins represents and warrants his familiarity with the characteristics of the greeting cards and related products associated with the trademark and that he shall insure that such products to be used with the Mark, following assignment, shall in all respects be the same

or substantially similar, including with respect to quality and type, as the greeting cards and related products associated with the Mark prior to this Assignment.

3. Sunshine hereby assigns all right, title and interest to the Mark together with the goodwill of the business in which the mark is used and is symbolized by the mark, including the part of the good will of Sunshine's business which has been connected with the use of and symbolized by the Mark.
4. The geographical scope of this Assignment is without limitation and world wide.
5. Sunshine assigns to Robbins all of its rights to sue and recover damages for any past infringements of the Mark.
6. Sunshine shall provide materials and documentation in his possession or control, including the Certificate of Registration for the Mark, necessary to establish the validity of the Assignment and Mark.
7. Robbins agrees to record this Assignment with the United States Patent & Trademark Office, within forty-five (45) days of the execution of this Agreement.

SUNSHINE ART STUDIOS, INC.

By 
Dennis Orsi, President


Edward R. Robbins