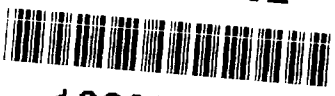


12-30-2002



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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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):  
JII/Sales Promotion Associates, Inc.  
(a Delaware corporation)  
  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

12-26-02

2. Name and address of receiving party(ies)  
Name: Sales Promotion Associates, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 545 Walnut Street  
City: Coshocton State: OH Zip: 43812  
  
 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

OFFICE OF PUBLICATION RECORDS  
2012 DEC 26 PM 3:09  
FINANCE SECTION

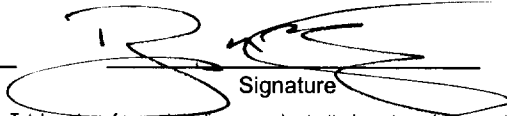
3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: August 30, 1995

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 1,741,993  
  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brian R. McGinley, Esq.  
Internal Address: Sonnenschein Nath & Rosenthal  
  
Street Address: P.O. Box 061080, Wacker Drive  
  
City: Chicago State: IL Zip: 60606-1080

6. Total number of applications and registrations involved: 1  
7. Total fee (37 CFR 3.41) \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
50-1126

DO NOT USE THIS SPACE

9. Signature.  
Brian R. McGinley, Reg. No. 47,782  
Name of Person Signing       Signature      Dec. 20, 2002 Date  
Total number of pages including cover sheet, attachments, and document: 3

12/27/2002 LMJELLER 00000085 1741993  
01 FC:4521      40.00 DP

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

TRADEMARK  
REEL: 002639 FRAME: 0725

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "IP Assignment") is made and effective as of August 30, 1995, by JII/SALES PROMOTION ASSOCIATES, INC., a Delaware corporation (hereinafter "Seller") and SALES PROMOTION ASSOCIATES, INC., a Delaware corporation (hereinafter "Purchaser").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser hereby agree as follows:

1. Assignment. Seller hereby assigns, conveys, and transfers to Purchaser all right, title, and interest in and to the following property and rights (collectively, the "Intellectual Property"):

(a) All of Seller's copyrights, associated U.S. copyright registrations and applications for copyright registration, and copyright licenses including but not limited to those set forth on Exhibit A attached hereto (collectively, the "Copyrights"); and

(b) All of Seller's U.S. and foreign patents and patent applications, and patent licenses including but not limited to those set forth on Exhibit B attached hereto and including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) All of Seller's U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses including but not limited to those set forth on Exhibit C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action of Seller for past, present or future infringement of any of the Intellectual Property, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property; and

(e) Any and all licenses or rights of Seller granted under any of the Intellectual Property, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

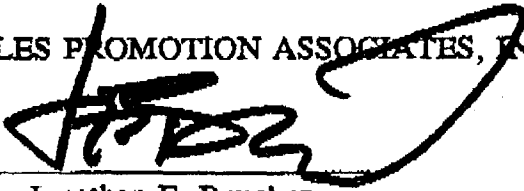
(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Intellectual Property.

2. Miscellaneous. This IP Assignment has been entered into in conjunction with the provisions of and the Agreement For Sale and Transfer of Assets dated August 30, 1995 (the "Asset Transfer Agreement") entered into between Seller and Purchaser. The rights and remedies of Seller and Purchaser with respect to the Assignment herein are in addition and without prejudice to those set forth in the Asset Transfer Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Assignment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

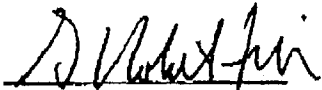
IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment through their duly authorized officers, as of the date first written above.

PURCHASER:

SALES PROMOTION ASSOCIATES, INC.

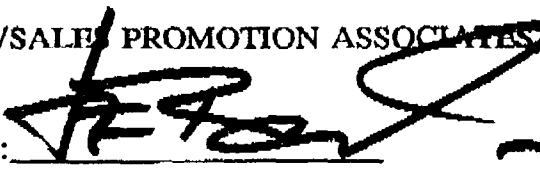
By:   
Jonathan F. Boucher  
Vice President

Attest:

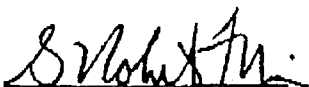
  
Secretary

SELLER:

JII/SALES PROMOTION ASSOCIATES, INC.

By:   
Jonathan F. Boucher  
Vice President

Attest:

  
Secretary