

ATTY DKT: 329-897

FORM PTO-1584 (Rev. 6-93) OMB No. 0851-0011 (exp. 4/94)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

<p>1. Name of conveying party(ies) <b>FIRST CLASS BEARS LLC</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>FRESH INTELLECTUAL PROPERTIES, INC.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>103 Foulk Road, Suite 202</u></p> <p>City: <u>Wilmington</u> State: <u>Delaware</u> ZIP: <u>19803</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>May 29, 2003</u></p>	

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	<u>2,347,635</u>

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed.</p> <p>Name: <b>Thomas M. Galgano, GALGANO &amp; BURKE</b></p> <p>Internal Address: _____</p> <p>Street Address: <u>300 Raritan Drive, Suite 135</u></p> <p>City: <u>Hauppauge</u> State: <u>New York</u> ZIP: <u>11788</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) ..... <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>07-0130</u></p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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**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.*

Thomas M. Galgano                      [Signature]                      2/26/04  
Name of Person Signing                      Signature                      Date

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

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

OP \$40.00 2347635

**ASSIGNMENT**

**WHEREAS**, First Class Bears LLC ("Assignor"), having an address of 855 South Federal Highway, Suite 206, Boca Raton, FL 33432, is the owner of the trademark **FIRST-CLASS BEARS**, Registration No. 2,347,635 ("Trademark"), registered on May 2, 2000 in the U.S. Patent and Trademark Office (PTO);

**WHEREAS**, Fresh Intellectual Properties, Inc. ("Assignee"), a Delaware corporation, having offices at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803, is desirous of acquiring said Trademark and registration;

**WHEREAS**, pursuant to the terms of the Letter of Agreement dated May 15, 2003, Assignor has agreed to assign the rights, interests, including goodwill, and titles to the Trademark to Assignee;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which are hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee the entire right, title and interest in and to said registration and Trademark as fully and entirely as the same would have been held by Assignor had this sale, assignment, and transfer not been made, together with all claims for damages by reason of past infringement of said Trademark, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

Upon request of Assignee, its successors or assigns, Assignor agrees to execute and deliver without further compensation any and all instruments, papers or documents,

including without limitation such further trademark applications and assignments as may be necessary or desirable to secure to Assignee, its successors and assigns, the full enjoyment of rights and properties hereby conveyed.

Executed at \_\_\_\_\_ and effective as of the 29 day of May 2003.

First Class Bears LLC

By: Kate Berger-Asbury  
Name: KATE-BERGER ASBURY  
Title: President