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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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):

BLF, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 23, 2004

2. Name and address of receiving party(ies)

Name: JP Morgan Chase Bank

Internal Address:

Street Address: 1 Chase Manhattan Plaza

City: New York State: NY Zip: 10018

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2504135

Additional number(s) attached Yes No

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

Name: Thaddeus Pawelec TV Capital Corp.

Internal Address:

Street Address: c/o Markowitz & Rabbach LLP

290 Broadhollow Road, Suite 301

City: Melville State: NY Zip: 11747

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 100.00

- 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.

Thaddeus Pawelec

Name of Person Signing

Signature

Signature

5/4/04

Date

Total number of pages including cover sheet, attachments, and document: 2

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

Refund Ref: 05/12/2004 MGETACHE 0000136237

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TRADEMARK REEL: 002965 FRAME: 0940

Assignment of Trademark

WHEREAS, BLF, Inc., a Delaware corporation, having its principal place of business at 460 West 20th Street, Studio 1A, New York, New York 10011, (the "ASSIGNOR") has adopted and uses AQUABIOTIC, which is registered, inter alia, in the United States Patent and Trademark Office, Serial Number 76166194, Filing Date November 16, 2000, Registration Number 2504135, Registration Date November 6, 2001 (the "Trademark"); and

WHEREAS, JPMorgan Chase Bank, a banking corporation organized and existing under the laws of New York, having its principal place of business at 1 Chase Manhattan Plaza, New York, New York 10018 (the "ASSIGNEE") is desirous of obtaining all of Assignor's right, title and interest in and to the aforesaid Trademark and registration thereof, and the goodwill of the business or part thereof connected with and symbolized by the said Trademark; and

WHEREAS, Assignor is the sole and undivided owner of all right, title and interest in and to the Trademark, the federal registrations therefor, and the goodwill developed through the use of the Trademark; and

WHEREAS, Assignor and Assignee have entered into a certain surrender agreement (the "Agreement"), which includes, among other things, the Trademark;

NOW, THEREFORE, for good and valuable consideration, including but not limited to the Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties;

(a) ASSIGNOR by these presents does sell, assign and transfer onto the said ASSIGNEE, its successors and assigns, all right, title and interest in and to the said Trademark, together with any and all goodwill symbolized by said Trademark and of the business connected with the use of and symbolized by said Trademark and any part thereof; and any income, royalties, damages and payments now or hereafter due or payable in respect thereto; and any and all causes of action, either in law or in equity, for past, present, or future, without limitation, corresponding to the foregoing throughout the United States, its Territories and Commonwealths.

(b) This assignment shall be deemed to be effective as of the date hereof.

(c.) Assignor hereby agrees to promptly execute all papers and to perform such other reasonable acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee, its successors or assigns, the rights hereby transferred. The acts to be performed include, but are not limited to, the execution of assignments in recordable form in each jurisdiction in which a trademark registration or application may be issued or pending, signing all lawful papers, making rightful oaths, testifying as to facts relating to any of the property or rights transferred hereby in any legal proceeding, and generally doing everything necessary, proper or desirable to protect the rights of the Assignee, its successors and assigns in and to the property transferred hereby, and to fulfill the purposes of this assignment agreement.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument on this 23 day of April, 2004.

WITNESS:

By: Joseph Celia
Name: Joseph Celia

BLF, Inc.
Assignor
By: [Signature]
Name: Robert Grinnell
Title: SPOA

WITNESS:

By: Carmen C. Rosa
Name: Carmen C. Rosa

JPMorgan Chase Bank
Assignee
By: [Signature]
Name: Shirley M. Fiegeleman
Title: Vice President