

07-15-2004



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

RECORD TRADE

DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

7-12-04

Blue Tulip, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Blue Tulip, LLC

Internal

Address:

Street Address: 743 Alexander Road

City: Princeton State: NJ Zip: 08540

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other New Jersey Limited Liability Company

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:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 7/2/04

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

A. Trademark Application No.(s) 76/590,573

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Amy E. Carroll

Internal Address: Drinker Biddle & Reath LLP

Suite 1100

Street Address: 1500 K Street, N.W.

City: Washington State: DC Zip: 20005

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 (if fee insufficient or no check attached)

8. Deposit account number:

50-0573

DO NOT USE THIS SPACE

9. Signature.

Amy E. Carroll

Name of Person Signing

[Signature]

Signature

July 12, 2004

Date

Total number of pages including cover sheet, attachments, and document: 3

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

07/14/2004 MS2ACHE 0000078 76590573

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TRADEMARK REEL: 003007 FRAME: 0749

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") effective as of the 2nd day of July, 2004 by and between Blue Tulip, Inc., a New Jersey corporation with a place of business at 743 Alexander Road, Princeton, New Jersey 08540 ("Assignor"), and Blue Tulip, LLC, a New Jersey limited liability company with a place of business at 743 Alexander Road, Princeton, New Jersey 08540 ("Assignee").

WHEREAS, Assignor has adopted, used and is using mark(s) listed on Schedule A hereto (hereinafter, the "Mark(s)"), which are the subject of pending applications as is detailed in Schedule A, and owns all right, title and interest to the same, including the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Mark(s), including the goodwill associated therewith and the registrations and/or pending applications therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge:

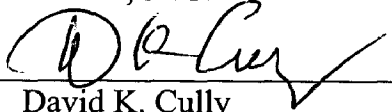
1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Mark(s), including any registrations and/or applications therefor and the goodwill of the business symbolized thereby. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Mark(s).

2. Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Mark(s) to Assignee and otherwise carry out the intent of this Assignment. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

3. This Assignment constitutes and shall be deemed a contract made under the laws of New Jersey for any and all purposes, and shall be interpreted and enforced in accordance with such laws, without regard to its conflicts of laws jurisprudence. Assignor and Assignee expressly consent to the jurisdiction of the federal courts in New Jersey in connection with any action arising from or relating to this Agreement.

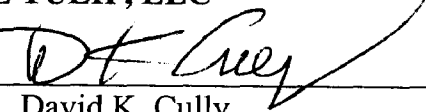
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

BLUE TULIP, INC.

By: 

David K. Cully
President

BLUE TULIP, LLC

By: 

David K. Cully
President

Schedule A

Mark
Many occasions... one store

Serial No.
76/590,573

Filing Date
May 5, 2004

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RECORDED: 07/12/2004

TRADEMARK
REEL: 003007 FRAME: 0751