

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**07/20/2007
 900082376**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fortessa, Inc.		07/17/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Steel City Capital Funding, LLC
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3247130	VITRALUXE
Registration Number:	3217024	ACCENTZ
Registration Number:	3090308	OCEANA
Registration Number:	2594039	FORTESSA
Registration Number:	3237498	FORTESSA
Registration Number:	2672923	FORTALUXE
Registration Number:	2660461	ALESSANDRA
Serial Number:	77149199	CERES

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770
 Email: matthew.mayar@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas

CH \$215.00 3247130

Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: CSC # 018051

NAME OF SUBMITTER: Matthew Mayer

Signature: /Matthew Mayer/

Date: 07/20/2007

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 17th day of July, 2007 by FORTESSA, INC., a corporation formed under the laws of the Commonwealth of Virginia (the "Grantor") in favor of STEEL CITY CAPITAL FUNDING, LLC, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantor, GATCO OF VIRGINIA, INC., ESCHENBACH, USA, INC., STERLING HOUSEWARES LLC and FORTESSA INTELLECTUAL PROPERTY, LLC (together with Grantor, the "Borrowers"), Lenders and Agent are parties to that certain Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor.

[SIGNATURE TO APPEAR ON FOLLOWING PAGE]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTESSA, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of this Date First Written Above

STEEL CITY CAPITAL FUNDING, LLC,
as Agent

By: 
Name: James Torkelson
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTESSA, INC.

By: [Signature]
Name: Scott M. Hamberger
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

STEEL CITY CAPITAL FUNDING, LLC,
as Agent

By: _____
Name: James Torkelson
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	JURISDICTION	REG. NO.	REG. DATE
VITRALUXE	USA	3247130	05/29/07
ACCENTZ	USA	3217024	3/13/07
ACCENTZ	Virginia	7475	07/25/05
OCEANA	USA	3090308	05/09/06
CERES	USA	77149199 (Serial No.)	04/05/07 (Filing Date)
FORTESSA	USA	2594039	07/16/02
FORTESSA	USA	3237498	05/01/07
FORTALUXE	USA	2672923	01/07/03
ALLESSANDRA	USA	2660461	12/10/02
EVITA WHITE	EUROPEAN UNION	003096856	10/12/2004

PENDING TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	APPLICATION NO.	APPLICATION DATE

DESIGN PATENT REGISTRATIONS

PATENT TITLE	FILING DATE	PATENT NO.	REG. DATE	ASSIGNEE	ATTORNEY OF RECORD
Boullion Cup	05/08/06	29/259,401			
Coffee Cup	05/08/06	29/259,400			
Plate	05/08/06	29/259,400			
Saucer	05/08/06	29/259,387			
Soup Bowl	05/08/06	29/259,389			

SCHEDULE -1

126794.01001/21605120v.2

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Virginia* : SS
COUNTY OF *Loudoun* :

On this 18 of July, 2007, before me personally appeared Scott M. Hodge to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of PORTESSA, INC.; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company, and s/he desires the same to be recorded as such.

Kevin R. St. Clair
Notary Public
My Commission Expires: July 31, 2008

(ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

POWER OF ATTORNEY

FORTESSA, INC. (the "Grantor"), hereby authorizes STEEL CITY CAPITAL FUNDING, LLC, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Grantor, Gateco of Virginia, Inc., Eschenbach, USA, Inc., Sterling Housewares LLC and Fortessa Intellectual Property, LLC, dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Intellectual Property Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

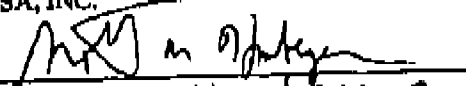
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this
17th day of July, 2007.

FORTESSA, INC.

By: 
Name: Scott M. Hamburger
Title: Vice President

[SIGNATURE PAGE TO POWER OF ATTORNEY TO IP SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Virginia* :
COUNTY OF *Loudoun* :

SS

On this *13* of July, 2007, before me personally appeared *Scott M. Henderson* who is known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of FORTESSA, INC.; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company, and s/he desires the same to be recorded as such.

Karen R. St. Clair
Notary Public
My Commission Expires *July 31, 2008*

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTESSA, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

STEEL CITY CAPITAL FUNDING, LLC,
as Agent

By: 
Name: James Torkelson
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]



United States Patent and Trademark Office

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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
 The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortessa, Inc.		07/17/2007	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Steel City Capital Funding, LLC		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3247130	VITRALUXE	
Registration Number:	3217024	ACCENTZ	
Registration Number:	3090308	OCEANA	
Registration			

TRADEMARK

Number:	2594039	FORTESSA
Registration Number:	3237498	FORTESSA
Registration Number:	2672923	FORTALUXE
Registration Number:	2660461	ALESSANDRA
Serial Number:	77149199	CERES

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 018051

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

07/20/2007

Total Attachments: 10

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RECEIPT INFORMATION

ETAS ID: TM90042
Receipt Date: 07/20/2007
Fee Amount: \$215

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TRADEMARK

Mayer, Matthew (TCM)

From: etas-server@uspto.gov
Sent: Friday, July 20, 2007 4:46 PM
To: Mayer, Matthew (TCM)
Subject: Assignment confirmation receipt ID:TM90042

Attachments: EASTM90042.html



EASTM90042.html
(6 KB)

ELECTRONIC TRADEMARK ASSIGNMENT SYSTEM (ETAS) CONFIRMATION RECEIPT

The USPTO has received a Trademark Assignment submitted through the Electronic Trademark Assignment System (ETAS). This is the only acknowledgement of receipt that will be transmitted for this ETAS submission. The submission may not be recalled.

After review by Assignment Services Division personnel a Notice of Recordation/Non-Recordation will be returned via fax. USPTO will attempt to fax to the number provided in the submission; fax failures will be delivered via US Postal Service to the Correspondence Address provided in the submission.

If a communication from the Assignment Services Division has not been received within 60 days of your confirmation receipt contact the Assignment Services Division Customer Service Desk at 571-272-3350 or send an e-mail to etas@uspto.gov.

If you have a technical question, comment or concern about your ETAS submission call 571-272-3350 during business hours or e-mail to etas@uspto.gov. Please have your ETAS receipt ID which is 'EASTM90042' available when calling or writing for assistance.

A printable version of the Confirmation Receipt is attached to this e-mail.

Electronic Assignment Server at <http://etas.uspto.gov>

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 17th day of July, 2007 by FORTESSA, INC., a corporation formed under the laws of the Commonwealth of Virginia (the "Grantor") in favor of STEEL CITY CAPITAL FUNDING, LLC, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantor, GATCO OF VIRGINIA, INC., ESCHENBACH, USA, INC., STERLING HOUSEWARES LLC and FORTESSA INTELLECTUAL PROPERTY, LLC (together with Grantor, the "Borrowers"), Lenders and Agent are parties to that certain Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantor) under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor.

[SIGNATURE TO APPEAR ON FOLLOWING PAGE]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTESSA, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

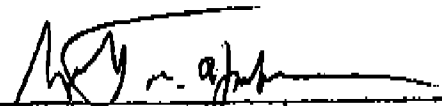
STEEL CITY CAPITAL FUNDING, LLC,
as Agent

By: 
Name: James Torkelson
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTESSA, INC.

By: 
Name: Scott M. Hamburger
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

STEEL CITY CAPITAL FUNDING, LLC,
as Agent

By: _____
Name: James Torkelson
Title: Managing Director

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SECURITY AGREEMENT]

SCHEDULE 1**TRADEMARK REGISTRATIONS**

TRADEMARK	JURISDICTION	REG. NO.	REG. DATE
VITRALUXE	USA	3247130	05/29/07
ACCENTZ	USA	3217024	3/13/07
ACCENTZ	Virginia	7475	07/25/05
OCEANA	USA	3090308	05/09/06
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FORTESSA	USA	3237498	05/01/07
FORTALUXE	USA	2672923	01/07/03
ALLESSANDRA	USA	2660461	12/10/02
EVITA WHITE	EUROPEAN UNION	003096856	10/12/2004

PENDING TRADEMARK APPLICATIONS

TRADEMARK	COUNTRY	APPLICATION NO.	APPLICATION DATE

DESIGN PATENT REGISTRATIONS

PATENT TITLE	FILING DATE	PATENT NO.	REG. DATE	ASSIGNEE	ATTORNEY OF RECORD
Boullion Cup	05/08/06	29/259,401			
Coffee Cup	05/08/06	29/259,400			
Plate	05/08/06	29/259,400			
Saucer	05/08/06	29/259,387			
Soup Bowl	05/08/06	29/259,389			

SCHEDULE -1

126794.01001/21605120v.2

TRADEMARK
REEL: 003643 FRAME: 0428

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Virginia* : SS
COUNTY OF *Loudoun* :

On this 13 of July, 2007, before me personally appeared Scott M. Hubbard to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of FORTESSA, INC.; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Karen R. St. Clair
Notary Public
My Commission Expires: July 31, 2008

(ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

POWER OF ATTORNEY

FORTESSA, INC. (the "Grantor"), hereby authorizes STEEL CITY CAPITAL FUNDING, LLC, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), Grantor, Gatco of Virginia, Inc., Eschenbach, USA, Inc., Sterling Housewares LLC and Fortessa Intellectual Property, LLC, dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Intellectual Property Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, this
13th day of July, 2007.

FORTESSA, INC.

By: 
Name: Scott M. Hamberger
Title: Vice President

[SIGNATURE PAGE TO POWER OF ATTORNEY TO IP SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Virginia* : SS
COUNTY OF *Loudoun* :

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Karen R. St. Clair

Notary Public
My Commission Expires *July 31, 2008*

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY SECURITY AGREEMENT)

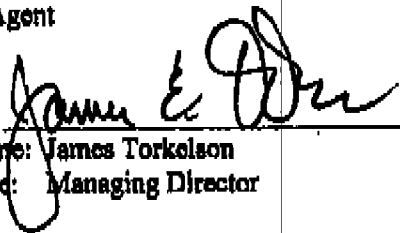
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTESSA, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

STEEL CITY CAPITAL FUNDING, LLC,
as Agent

By: 
Name: James Torkelson
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

Thomson CompuMark
 1100 13th Street NW
 Suite 300
 Washington, DC 20005
 Tel (800) 356-8630
 Fax (202) 756-9299
<http://compumark.thomson.com>



Fax Cover Sheet

From Matthew Mayer

To USPTO Assignment Division

Date October 18, 2007

Fax 571-273-0140

Subject Examiner Error for Non-recordable document that should be found recordable.

Tel

Pages 29 including coversheet

Copies

Dear Assignment Division,

Please see my letter and accompanying documentation for an assignment that was filed and incorrectly found non-recordable by the examiner.

After discussing this matter this afternoon with Mary Benton, she asked that I send this fax and these materials to the Assignment division for correction and the granting of the proper filing date of July 20, 2007.

Please see my letter for any and all contact information should the need arise.

Thank you and have a great afternoon!

Best regards,

Matt Mayer

IMPORTANT/CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information that may be privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient or their delivery agent, please be advised that any copying, dissemination, or use of this communication is strictly prohibited. If you have received this communication in error, please advise the sender immediately by e-mail. One number set forth above and destroy the original and any copies. Thank you.

TRADEMARK

REEL: 003643 FRAME: 0434

Thomson CompuMark

Franklin Square North
1100 13th Street NW, Suite 300
Washington, DC 20005
Tel (800) 356-8630
Fax (800) 728-8630
<http://compumark.thomson.com>



Thursday, October 18, 2007

USPTO Assignment Division

Re: Examiner error

Dear Assignment Division,

I write today to request a reversal of a security agreement that was found Non-Recordable that was submitted on July 20, 2007. Please note that I did not receive this notice of non-recordation until today, October 18, 2007.

I spoke with the examiner this afternoon via telephone, Ms. Mary Benton, and after our discussion she asked me to fax you this letter along with the Non-recordable notice, my email & actual confirmation receipt, and the original documents filed (Please note that I originally filed this assignment electronically, so therefore I do NOT have a PTO-1594 form coversheet, though I have included the confirmation receipt from the website).

The issue that the examiner cited as the reason for finding the document Non-Recordable was the nature of conveyance. After reexamining this filing, there was obviously an honest mistake made by the examiner, as the original nature of conveyance was quite clearly correct.

I respectfully ask that you please find the original documents **RECORDABLE**, and ***EQUALLY IMPORTANT***, please provide my client with the original filing date of **JULY 20, 2007**. There has been another assignment placed on the same trademarks later in the month of August, and we must retain the original filing date of July 20, 2007 to maintain the proper chain of ownership. Clearly this was an honest mistake made by the PTO, and not by me, so my client should not have to incur the expense of correcting this filing or the filing that was submitted in August.

I thank you in advance for all of your efforts and assistance in this important matter.

Thomson CompuMark

Franklin Square North
1100 13th Street NW, Suite 300
Washington, DC 20005
Tel (800) 356-8630
Fax (800) 728-8630
<http://compumark.thomson.com>

THOMSON

Please don't hesitate to contact me with any questions you might have, my direct line is
(202) 756-9289.

Best regards,

Matthew Mayer
Analyst
Thomson CompuMark
1100 13th St. NW
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