

Form PTO-1594 (Rev. 10-08)
OMB Collection 0651-0027 (exp. 11/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
ART LEATHER MANUFACTURING CO., INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: NEW YORK
 Other _____

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: NY26, LLC
 Internal Address: _____
 Street Address: 600 WEST JOHN STREET, SUITE 100
 City: HICKSVILLE
 State: NEW YORK
 Country: USA Zip: 11801

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship NEW YORK
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) NOV. 4, 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) _____
 See attached Sheet for all eight Trademark Registrations

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Davidoff Malito & Hutcher
 Internal Address: _____
 Street Address: 605 THIRD AVENUE - 34 FL
 City: NEW YORK
 State: NEW YORK Zip: 10158
 Phone Number: (212) 557-7200
 Fax Number: (212) 286-1884
 Email Address: dwd@dmh.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 50-3977
 Authorized User Name David W. Denenberg

9. Signature: David W. Denenberg NOVEMBER 5, 2008
 Signature Date

DAVID W. DENENBERG Total number of pages including cover sheet, attachments, and document: 8
 Name of Person Signing



Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$215.00 503977 1305004

RECORDATION FORM COVER SHEET – TRADEMARKS ONLY (Continued)

Continuation of Item 4

B. Trademark Registration No.(s)

TRADEMARK	REG. NO.
<i>Perma-Bound</i>	1,305,004
FUTURA	1,426,526
FUTURA	1,426,525
 ART LEATHER	1,954,735
	2,083,669
ART LEATHER	2,204,771
<i>IMAGE BOX</i>	2,284,248 (Supplemental Register)
<i>IMAGE BOX</i>	3,153,842 (Principal Register)

ASSIGNMENT OF TRADEMARKS AND RELATED GOODWILL

THIS TRADEMARK ASSIGNMENT is made and delivered this 3rd day of November 2008 by and between Art Leather Manufacturing Co., Inc. ("Assignor"), a New York corporation, having a place of business at 600 West John Street, Suite 100, Hicksville, New York 11801, and NYY26, LLC ("Assignee"), a New York limited liability company, having a place of business at 600 West John Street, Suite 100, Hicksville, New York 11801.

WITNESSETH:

WHEREAS, Assignor is the owner of United States and foreign trademarks, trademark registrations and the goodwill pertaining thereto;

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to Assignor's United States and foreign trademarks, trademark registrations and the goodwill pertaining thereto; and

WHEREAS, Assignor and Assignee are parties to an Asset Transfer Agreement, dated October 24, 2008 (the "Asset Transfer Agreement"), pursuant to which, among other things, Assignor desired to assign to Assignee, and Assignee desired to acquire from Assignor, all its right, title and interest in and to the Intellectual Property Rights listed in Section 1.1(b) of the Asset Transfer Agreement, and the trademarks listed on Schedule A hereto.

NOW, THEREFORE, IN CONSIDERATION of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, grants, assigns, transfers, conveys and delivers unto Assignee, its successors and assigns:

- (i) All of Assignors' right, title and interest in and to the Intellectual Property Rights listed in Section 1.1(b) of the Asset Transfer Agreement, and the trademarks listed on Schedule A hereto, all common law rights therein, and the corresponding

- registrations pertaining thereto;
- (ii) All good will associated with the Intellectual Property Rights listed in Section 1.1(b) of the Asset Transfer Agreement, the trademarks listed on Schedule A hereto and item (i) above; and
 - (iii) All rights to assert the Intellectual Property Rights listed in Section 1.1(b) of the Asset Transfer Agreement, the trademarks listed on Schedule A hereto and item (i) above and to collect for all past, present, and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

IN ADDITION, from time to time after the date hereof, without further consideration, Assignor shall, at no cost or expense to Assignor, execute and deliver such other instruments of assignment, transfer and conveyance and shall take such other action as Assignee may reasonably request in order to more effectively assign, transfer and convey to Assignee, and to place Assignee in possession and control of any of the property being assigned, transferred and conveyed to it hereunder, or to enable it to exercise and enjoy all rights and benefits of Assignor with respect thereto; and

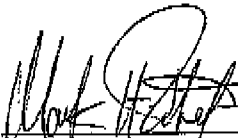
FURTHER, the Assignee and its agents are hereby authorized to insert into this document any information required for recordation thereof.

Assignor represents and warrants to Assignee that it knows of no third party claim (a) asserting ownership rights in and to the Intellectual Property Rights listed in Section 1.1(b) of the Asset Transfer Agreement and the trademarks listed on Schedule A hereto, or (b) asserting that

ACCEPTED:

NY26, LLC

Assignee


By:  _____

Name: Mark Roberts

Title: President



STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 4th day of NOVEMBER, 2008, before me personally appeared Mark Roberts, who duly acknowledged to me that he is President of the Assignee and that he executed the foregoing Trademark Assignment of his own free will and for the purposes set forth therein.


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Notary Public

MITCHELL J. LUBOW
Notary Public, State of New York
No. 01LU8022032
Qualified in Nassau County
Commission Expires August 17, 20 10

SCHEDULE A**U.S. TRADEMARKS**

MARK	REG. NO.	REG. DATE
<i>Perma-Bound</i>	1,305,004	November 13, 1984
FUTURA	1,426,526	January 27, 1987
FUTURA	1,426,525	January 27, 1987
 ART LEATHER	1,954,735	February 6, 1996
	2,083,669	July 27, 1997
ART LEATHER	2,204,771	November 24, 1998
<i>IMAGE BOX</i>	2,284,248 (Supplemental Register)	October 5, 1999
<i>IMAGE BOX</i>	3,153,842 (Principal Register)	October 10, 2006

INTERNATIONAL TRADEMARKS

MARK	COUNTRY	REG. NO.	REG. DATE
PERMA-BOUND	Benelux	384475	August 24, 1982
ENCORE FOLIO	Benelux	384474	August 24, 1982
PERMA-BOUND	France	1549582	September 6, 1989
ENCORE FOLIO	France	1549581	September 6, 1989
ENCORE FOLIO	Germany	1009481	October 21, 1980
PERMA-BOUND	Germany	1003537	March 11, 1987
PERMA-BOUND	Ireland	109209	October 14, 1982
ENCORE FOLIO	Ireland	106253	October 14, 1982
ENCORE FOLIO	Italy	981849	November 7, 2005
ENCORE FOLIO	Japan	1446079	November 28, 1980
PERMA-BOUND	Japan	1446078	November 28, 1980
PERMA-BOUND	New Zealand	112709	August 11, 1975
ENCORE FOLIO	New Zealand	112710	August 11, 1975
ENCORE FOLIO	Switzerland	P 321138	August 18, 1982
PERMA-BOUND	Switzerland	P321137	August 18, 1982
ENCORE FOLIO (Albums)	United Kingdom	1077523	April 26, 1977
PERMA-BOUND	United Kingdom	1086499	November 12, 1977
ENCORE FOLIO (Picture Frames)	United Kingdom	1097677	June 24, 1978
	United Kingdom	1081729	July 30, 1977

TRADEMARK

RECORDED: 11/11/2008

REEL: 003885 FRAME: 0359