FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) F

02-26-2001

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

2.20.01	9458
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): International Retail Services Group, Inc. Additional name(s) of conveying party(ies) attached? Yes X No	Name and address of receiving party(ies): Name: International Retail Services Group, LLC. Internal Address: 15000 Woodinville-Redmond Road, Suite B-500
3. Nature of conveyance: X Assignment	City: Woodinville State: Washington ZIP: 98072 Additional name(s) & address(es) attached Res No
4. Application number(s) or patent number(s): If this document is being filed together with a new application, A. Patent Application No.(s) SEE ATTACHED SCHEDULE B	SICH AN IN
Additional numbers att	ached? 🖾 Yes 🗆 No

concerning document should be mailed:	6. Total number of applications and patents involved: _8_
Name: Tammy S. Settle	
Internal Address: Company Name: VEDDER PRICE KAUFMAN KAMMH	7. Total Fee (37 CFR 3.41)
Street Address: 222 North LaSalle Street Suite 2600	8. Deposit account number: 22-0259
City: Chicago State: IL ZIP: 60	O6O1 (Attach duplicate copy of this page if paying by deposit account)

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 principal document.

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of the original document.

Tammy S. Settle Name of Person Signing

Signature

Date:February 19, 2001

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

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Washington, D.C. 20231

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SCHEDULE A

<u>U.S. PATENTS</u>

Patent No.	Issue Date	Title
4753355	06/28/88	Hanger Storage Assembly
4887727	12/19/89	Garment Hanger Caddy
5076446	12/31/91	Hanger caddy Transporter with Restraining Devices
5092473	03/03/92	Hang Rail
5251767	10/12/93	End Cap for Hanger Caddy
5509542	04/23/96	Apparatus for Retaining Hangers
5745951	05/05/98	Directional Control Caster Assembly

SCHEDULE B

U.S. PATENT APPLICATIONS

Appl. No.	Filing Date	Title
09/251114	02/16/99	Apparatus for Securely Retaining a Plurality of Garment Hangers
		Improved Caddy
		Improved Corrugated Box Design for Hanger Transport
		Improved Sign Cart
		Improved Safety Shield for Rolling Garment Rack

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of <u>December 10, 2000</u> ("<u>Effective Date</u>") by and between International Retail Services Group, Inc., a Washington corporation, with its principal office at 15000 Woodinville-Redmond Road, Suite B-500, Woodinville, WA 98072 ("<u>Assignor</u>"), and International Retail Services Group, LLC, a Washington limited liability company, with its principal office at 15000 Woodinville-Redmond Road, Suite B-500, Woodinville, WA 98072 ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated December 15, 2000 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to obtain from Assignor, the United States patents set forth on Schedule A attached hereto, the United State patent applications set forth on Schedule B, the foreign patents set forth on Schedule C attached hereto and the foreign patent applications set forth on Schedule D attached hereto (collectively, the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Patents.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Patents (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

INTERNATIONAL RETAIL SERVICE GROUP, INC. Name: Zal Waver Title: Resident	INTERNATIONAL RETAIL SERVICES GROUP, LLC Name: Kent Darten Title: Chairma
STATE OF Throis) SS. COUNTY OF Cook) On this Leth day of December, there appeare known to me, who acknowledged that he signed the deed on behalf and with full authority of International Coefficial Ann Costello Notary Public, State of Illinois My Commission Expires March 4, 2001	-
STATE OF Theory) SS. COUNTY OF Coolc) On this the day of <u>Occarha</u> there appears known to me, who acknowledged that he signed the deed on behalf and with full authority of International Patricia Ann Costello Notary Public, State of Illinois My Commission Expires March 4, 2001	

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SCHEDULE C

FOREIGN PATENTS

Country	Patent No.	Issued	Title
Argentina	249095		Improved End Cap for Hanger Caddy
Australia	649598	05/26/94	Hanger Caddy End Cap
Australia	2842092		Improved End Cap for Hanger Caddy
Brazil	PI 9204579-0	06/01/93	Hanger Caddy End Cap
Canada	1237096	05/24/88	Hanger storage assembly
Canada	1308698	10/13/92	Garment Hanger Caddy
Canada	2083213	05/28/93	Improved End Cap for Hanger Caddy
Germany	69204028	09/14/95	Hanger Caddy End Cap
Mexico	180154		Improved End Cap for Hanger Caddy

SCHEDULE D

FOREIGN PATENT APPLICATIONS

Country	Appl. No.	Filing Date	Title
Australia	9647593	08/14/96	Retainer for Garment Hamper
Europe (EPO)	92310251	11/10/92	Improved End Cap for Hanger Caddy
Europe (EPO)	97102989	02/24/97	Directional control caster assembly for trolley frame

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RECORDED: 02/26/2001