

3/25/02

04-15-2002

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

102055533

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

1. Name of conveying party(ies): KV and F Metal Products, Inc. Fred Hollinger

2. Name and address of receiving party(ies) Name: E&B Giftware LLC Internal Address:

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Street Address: 4 Executive Plaza City: Yonkers State: NY Zip: 10701

Execution Date: February 25, 2002

Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or patent number(s): A. Patent Application No.(s) B. Patent No.(s) 29/124,333 29/140,748 60/288,412 D397,587 D385,751 D397,462 D396,597 09/586,296 09/840,645 09/840,644 D395,567 D385,758 D394,370 D414,306 D433,600

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robyn Y. Ettricks Internal Address: Pepper Hamilton LLP Street Address: 3000 Two Logan Square Eighteenth & Arch Streets City: Philadelphia State: PA Zip: 19103

6. Total number of applications and patents involved: 15 7. Total fee (37 CFR 3.41): \$ 600 [X] 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. Robyn Y. Ettricks Name of Person Signing [Signature] Signature March 25, 2002 Date Total number of pages including cover sheet, attachments, and documents: 13

04/12/2002 TBIAZI 00000100 29124333 01 FC:581 600.00 DP

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

PATENT REEL: 012775 FRAME: 0249

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective on the 8th day of November, 2001 by and among Fred Hollinger, an individual ("Hollinger"), KV AND F Metal Products, Inc., a New York corporation ("KV AND F" and together with Hollinger, "Assignor") and E&B Giftware LLC ("Assignee"), a limited liability company organized under the laws of Delaware;

WHEREAS, pursuant to an Asset Purchase Agreement dated November 8, 2001 between Assignor, its Shareholders (as defined therein) and Assignee ("Purchase Agreement"), Assignor granted to Assignee the option to purchase all or any portion of the Intellectual Property (as defined below) from Assignor, exercisable upon the payment by Assignee of two promissory notes (the "Notes") and upon written notice to Assignor during the Option Period (as defined in the Purchase Agreement). Capitalized terms that are not specifically defined in this Agreement shall have the meanings set forth in the Purchase Agreement;

WHEREAS, Assignee has executed payment of the Notes and has provided written notice to Assignor during the required time period, such that Assignor agrees to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties agree as follows:

DEFINITIONS

The following definitions shall apply to this Assignment:

"Copyrights" shall mean all United States and foreign copyrights, copyrightable works and works of authorship, whether registered or unregistered, owned or licensed by Assignor or used in connection with the Business, including any United States and foreign registrations for, or applications to register, any of the foregoing, including the registrations and applications set forth on Exhibit A, and all moral rights under the laws of any jurisdiction.

"Hollinger Patent Applications" shall mean any pending applications for patents, including, without limitation, those set forth on Exhibit A, any patent disclosures, letters patent, inventions (whether or not patentable), methods, formulas, processes, improvements, technical information, technology, know-how, trade secrets, whether foreign or domestic, owned or licensed by Hollinger, and all substitutions, continuations, continuations-in-part, divisions, renewals, reissues, reexaminations and extensions of all the aforementioned and letters patent granted thereon.

“Improvements” shall mean any improvement, development, modification or translations of any Intellectual Property.

“Intellectual Property” shall mean Patents, Trademarks, Copyrights and Trade Secrets and all Improvements thereto.

“Patents” means all letters patent, pending applications for patents, the Hollinger Patent Applications (as defined herein), patent disclosures, inventions (whether or not patentable), whether foreign or domestic, owned or licensed by Assignor or used in connection with the Business, including, without limitation, any regional patents (such as applied for under the European Patent Convention), certificates of invention, utility models, rights by license or otherwise to or under letters patent, pending applications for patents or inventions and all substitutions, continuations, continuations-in-part, divisions, renewals, reissues, re-examinations and extensions of all of the aforementioned and letters patent granted thereon and including, without limitation, those set forth on Exhibit A.

“Trademarks” shall mean all United States and foreign trademarks, tradenames, service marks, logos, designs, slogans, domain names, product and packaging designs owned or licensed by Assignor or used in connection with the Business and any registrations or applications for registration thereof, whether foreign or domestic, and any goodwill associated therewith including, without limitation, those marks, names and domain names set forth on Exhibit A.

“Trade Secrets” shall mean all United States and foreign trade secrets, proprietary processes, technologies, methods, formulas, improvements, business information and know-how owned or licensed by Assignor or used in connection with the Business.

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Copyrights to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

5. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Trademarks to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

PATENTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

8. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Patents to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

9. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

TRADE SECRETS

10. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

11. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Trade Secrets to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute an Assumed Liability (as defined in the Purchase Agreement).

12. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

GENERAL

13. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

14. Representations and Warranties. Assignor represents, covenants and warrants with and to Assignee that (a) Assignor has not previously sold, assigned, licensed (except to Assignee) or otherwise transferred, in whole or in part, any of its right, title or interest in and to the Intellectual Property; (b) the representations and warranties in Sections 4.1, 4.2, 4.3, 4.5, 4.7, 4.9 and 4.15 of the Purchase Agreement are true and correct with respect to the Intellectual Property as of the date of this Agreement; and (c) Assignor has obtained all necessary releases of any security interest or other interest in the Intellectual Property including, without limitation, any security interest granted to Julie Yohay, an individual.

15. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

16. Governing Law. This Assignment shall be governed by and construed under the laws of the State of New York, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

17. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

18. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective

addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

To Assignor: KV AND F Metal Products, Inc.
c/o Aaron Diamond
64-35 Yellowstone Boulevard
Forest Hills, NY 11375

Fred Hollinger
59 Boxwood Drive
Kings Park, NY 11754

with a copy thereof
to their counsel: Richard J. Egger, Esquire
775 Park Avenue
Suite 255
Huntington, NY 11743

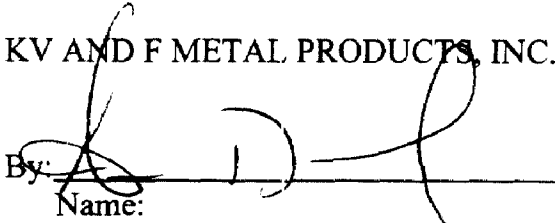
To Assignee: E&B Giftware LLC
4 Executive Plaza
Yonkers, NY 10701
Attention: Edward Sacks, Chief Executive Officer

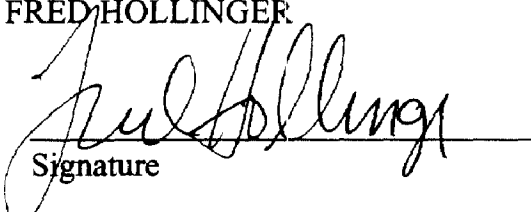
with a copy thereof
to their counsel: Pepper Hamilton LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103
Attention: Bruce K. Fenton, Esquire

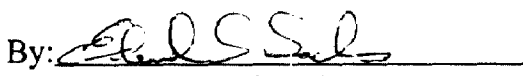
19. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to
duly executed on the 25 day of Feb, 2002.

KV AND F METAL PRODUCTS, INC.
By: 
Name:
Title:

FRED HOLLINGER

Signature
E&B GIFTWARE LLC

By: 
Name: Edward Sacks
Title: Chief Executive Officer

ACKNOWLEDGMENT

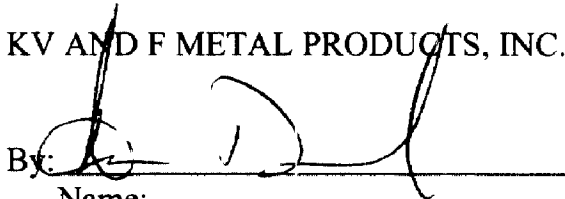
STATE OF New York

:
: ss.
:

COUNTY OF Westchester

Aaron Diamond, being duly sworn, says that he is the _____ of KV AND F Metal Products, Inc., a New York corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of KV AND F Metal Products, Inc., pursuant to d authority.

KV AND F METAL PRODUCTS, INC.

By: 

Name:

Title:

Sworn to and subscribed
before me this 25th day
of February, 2002.

Barbara M. Lubrano
Notary Public

BARBARA M. LUBRANO
Notary Public, State of New York
No. 01LU5075918
Qualified in Westchester County
Commission Expires April 7, 2003

My commission expires: 4/7/2003

(SEAL)

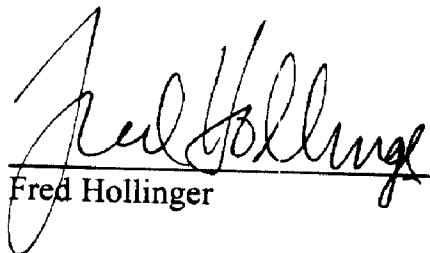
ACKNOWLEDGMENT

STATE OF *New York*

COUNTY OF *Westchester*

:
: ss.
:

Fred Hollinger, an individual, being duly sworn, acknowledges that he did sign the Intellectual Property Assignment.



Fred Hollinger

Sworn to and subscribed
before me this 25th day
of February, 2002.

Barbara M. Lubrano
Notary Public

My commission expires: April 7, 2003

(SEAL)

BARBARA M. LUBRANO
Notary Public, State of New York
No. 01LU5075918
Qualified in Westchester County
Commission Expires April 7, 2003

ACKNOWLEDGMENT

STATE OF New York :
 :
COUNTY OF Westchester : ss.
 :

Edward Sacks, being duly sworn, says that he is the Chief Executive Officer of E&B Giftware LLC, a limited liability company organized under the laws of Delaware, and acknowledges that he did sign the Intellectual Property Assignment on behalf of E&B Giftware LLC, pursuant to due authority.

E&B GIFTWARE LLC

By: Edward S. Sacks
Name: Edward Sacks
Title: Chief Executive Officer

Sworn to and subscribed
before me this 4th day
of February, 2002.

Barbara M. Lubrano
Notary Public

My commission expires: 4/7/03

(SEAL)

BARBARA M. LUBRANO
Notary Public, State of New York
No. 01LU5075918
Qualified in Westchester County
Commission Expires April 7, 2003

**EXHIBIT A
TO THE
INTELLECTUAL PROPERTY ASSIGNMENT**

PATENTS

<u>NAME OF PATENT</u>	<u>APPLICATION TYPE SERIAL NUMBER/PATENT NUMBER</u>	<u>PRIORITY DATE</u>	<u>INVENTOR(S)</u>	<u>ASSIGNEE</u>
Ornamental Design for a paper towel holder	DESIGN- 29/124/333	June 2, 2000	Fred Hollinger	KV AND F Metal Products Inc.
Disposable Towel Holder	UTILITY-09/586,296	June 2, 2000	Fred Hollinger	KV AND F Metal Products Inc.
Napkin Holder	DESIGN 397,587	September 1, 1998	Fred Hollinger	KV AND F Metal Products Inc.
Towel Holder	DESIGN 395,567	June 30, 1998	Fred Hollinger	KV and F Metal Products Inc.
Support for Hanging Objects in the Kitchen (Banana Tree)	DESIGN 385,751	November 4, 1997	Fred Hollinger	KV and F Metal Products Inc.
Cup Holding Device	DESIGN 385,758	November 4, 1997	Fred Hollinger	KV and F Metal Products Inc.
Candle Holder	DESIGN 397,462	August 25, 1998	Fred Hollinger	KV and F Metal Products Inc.
Spoon Rest	DESIGN 394,370	May 19, 1998	Fred Hollinger	KV and F Metal Products Inc.
Compact Disc Rack	DESIGN 396,597	August 4, 1998	Fred Hollinger	KV and F Metal Products Inc.
Dish Rack	DESIGN 414,306	September 21, 1999	Fred Hollinger	KV and F Metal Products Inc.
Bowl	DESIGN 433,600	November 14, 2000	Fred Hollinger	KV and F Metal Products Inc.

EXHIBIT A (CONTINUED)**HOLLINGER PATENT APPLICATIONS**

<u>NAME OF PATENT</u>	<u>APPLICATION TYPE AND SERIAL NO.</u>	<u>PRIORITY DATE</u>	<u>INVENTOR(S)</u>
Ornamental Design for a Napkin Holder	DESIGN- 29/140,748	April 23, 2001	Fred Hollinger
Napkin Holder with Suction Cup	UTILITY-09/840,644	April 23, 2001	Fred Hollinger
Pet Bowl with Suction Cup	PROVISIONAL-60/288,412	May 3, 2001	Fred Hollinger
Disposable Towel Holder with Suction Cup	UTILITY-09/840,645	April 23, 2001	Fred Hollinger

TRADEMARKS

Mark	Serial Number	Filing Date	Owner	Status
CURLY Q	75/728,130	June 14, 1999	KV and F Metal Products Inc.	Pending-Published for Opposition; Statement of Use – Response After Non-Final Action – Entered
METRO STYLE KITCHEN ACCESSORIES Stylized Letters	75/166,629	November 16, 2000	KV and F Metal Products Inc.	Pending; Non-Final Action Mailed
DINERETTES	76/166,630	November 16, 2000	KV and F Metal Products Inc.	Pending; Non-Final Action Mailed
KITCHEN GEAR COORDINATED ACCESSORIES and Design	76/166,628	November 16, 2000	KV and F Metal Products Inc.	Pending; Non-Final Action – Mailed
STICKITY	76/166,627	November 16, 2000	KV and F Metal Products Inc.	Pending; Non-Final Action Mailed
NOME	75/723,936	June 8, 1999	KV AND F Metal Products Inc.	Abandoned

PATENT**REEL: 012775 FRAME: 0260**

COPYRIGHTS

Title	Description	Owner	Registration Number	Date of Registration
Metro	kitchen accessories paper towel holder	KV and F Metal Products Inc.	VA 1-078-261	April 03, 2001
Stickity	Stays-n-place suction cup paper towel holder	KV and F Metal Products Inc.	VA 1-078-262	April 03, 2001
Dinerettes			Pending	Filed April 03, 2001
Kitchen Gear Coordinated Accessories			Pending	Filed April 03, 2001

DOMAIN NAMES

Name	Owner
KVANDF.COM	KV and F Metal Products, Inc.

PHLEGAL: #1167971 v5 (P17N05!.DOC)