

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		04/10/2003	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mr. Stanley Papel		
Street Address:	932 North Alfred Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1383416	PAPEL	
Registration Number:	1342718	THE GREETING MUG	
CORRESPONDENCE DATA			
Fax Number:	(310)231-8311		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 312-3750		
Email:	skb@msk.com		
Correspondent Name:	Steve Bevins		
Address Line 1:	11377 West Olympic Boulevard		
Address Line 4:	Los Angeles, CALIFORNIA 90064-1683		
NAME OF SUBMITTER:	Evan M. Kent		
Signature:	/EMK012362/		
Date:	02/02/2005		

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Total Attachments: 5

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OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS ASSIGNMENT OR THE TRADEMARKS.

ASSIGNEE ACKNOWLEDGES THAT: (i) THE TRADEMARKS BEING ASSIGNED PURSUANT TO THIS ASSIGNMENT MAY BE SUBJECT TO ONE OR MORE LICENSE AGREEMENTS OR SIMILAR AGREEMENTS AND THAT THE ASSIGNMENT OF SUCH TRADEMARKS IS SUBJECT TO ALL TERMS AND CONDITIONS THEREOF; (ii) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE RELATING THERETO; AND (iii) ASSIGNOR SHALL HAVE NO LIABILITY OR OBLIGATION THEREFOR OR THEREUNDER.

ASSIGNEE ACKNOWLEDGES THAT: (i) ASSIGNOR HAS NOT PERFORMED ANY SEARCHES (OTHER THAN UNIFORM COMMERCIAL CODE SEARCHES) TO DETERMINE THE EXISTENCE OF ANY OTHER SECURED PARTIES WITH RESPECT TO THE TRADEMARKS IDENTIFIED ON EXHIBIT A ANNEXED HERETO; (ii) ASSIGNEE HAS EITHER CONDUCTED SUCH OTHER SEARCHES AS IT DEEMS NECESSARY AND APPROPRIATE TO DETERMINE THE EXISTENCE OF ANY SUCH SECURED PARTIES OR HAS HAD AN OPPORTUNITY TO DO SO, BUT HAS ELECTED NOT TO DO SO; (iii) ASSIGNOR HAS NOT SENT A NOTIFICATION OF DISPOSITION TO ANY PERSON OR ENTITY THAT MAY HAVE A SECURITY INTEREST IN SUCH INTELLECTUAL PROPERTY WHOSE EXISTENCE MAY HAVE BEEN DETERMINED AS A RESULT OF SUCH OTHER SEARCHES; AND (iv) IT IS SATISFIED AS TO THE OWNERSHIP AND LIEN STATUS OF SUCH INTELLECTUAL PROPERTY.

Assignee acknowledges that Assignor has made no representation or warranty concerning the Trademarks. ASSIGNEE IS TAKING AN ASSIGNMENT OF THE TRADEMARKS "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Trademarks subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, liens, charges, and encumbrances that are now existing or hereafter are incurred, assessed or imposed on the Trademarks (except for the liens and security interests of Assignor in and to the Trademarks) or as a result of the ownership or sale of the Trademarks.

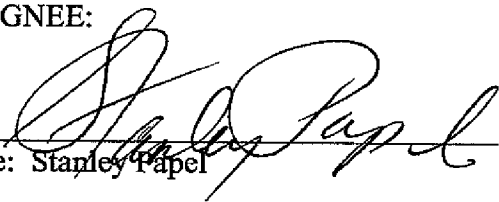
IN WITNESS WHEREOF, Assignor has executed this instrument on the date first above written.

ASSIGNOR: PNC BANK, National Association,
Agent and Sole Lender

By: _____
Name: _____
Title: _____

AGREED TO:

ASSIGNEE:

By: 
Name: Stanley Papel

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this ____ day of _____, 2003, before me, the subscriber, personally appeared _____, who I am satisfied is a Vice President of PNC Bank, National Association and who executed the within Assignment on behalf of such banking association and thereupon acknowledged that he signed, sealed and delivered the same as the voluntary act and deed of such banking association for the purposes therein expressed.

Notary Public

IN WITNESS WHEREOF, Assignor has executed this instrument on the date first above written.

ASSIGNOR: PNC BANK, National Association,
Agent and Sole Lender

By: *Wing C. Louie*
Name: Wing C. Louie
Title: Vice President

AGREED TO:

ASSIGNEE:

By: _____
Name: Stanley Papel

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 10th day of April, 2003, before me, the subscriber, personally appeared WING C. LOUIE, who I am satisfied is a Vice President of PNC Bank, National Association and who executed the within Assignment on behalf of such banking association and thereupon acknowledged that he signed, sealed and delivered the same as the voluntary act and deed of such banking association for the purposes therein expressed.

Joanne DeBenedictis
Notary Public

JOANNE DeBENEDICTIS
Notary Public, State of New York
No. 4803054
Qualified in Nassau County
Commission Expires May 31, 2006

EXHIBIT A

Trademarks

- (a) U.S. Trademark Registration No. 1,383,416 for the PAPEL Trademark;
- (b) U.S. Pending Application No. 76-238,364 for PAPEL GIFTWARE A CAST ART COMPANY Trademark;
- (c) Canadian Registration No. TMA 379,529 for PAPEL FREELANCE Trademark;
- (d) United Kingdom Registration No. 2,021,686 for PAPEL FREELANCE Trademark;
- (e) U.S. Registration No. 1,342,718 for THE GREETING MUG Trademark; and
- (f) All other applications and registrations which may exist anywhere in the world which contain the term "PAPEL" and any common law rights in any of the above.

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made, ^{as of} this 15th day of April, 2003, by PNC Bank, National Association, in its capacity as Agent and Sole Lender, with an office located at 70 East 55th Street, 14th Floor, New York, New York 10022 ("Assignor") to Stanley Papel, located at 8322 Beverly Boulevard, Suite 302, Los Angeles, California 90048 ("Assignee").

WHEREAS, Assignor has a properly perfected security interest in certain personal property of Cast Art Industries, LLC., ("Debtor") including but not limited to the registered trademarks identified on Exhibit A annexed hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, the indebtedness secured by the Trademarks is in default, and Assignor has the right to foreclose upon and assign said Trademarks pursuant to Section 9-610 of the Uniform Commercial Code as enacted and as amended in the State of New York (the "Code");

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, the Trademarks pursuant to this Assignment;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration more particularly described in that certain Secured Party Bill of Sale of even date executed and delivered by Assignor to Assignee, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 9-610 of the Code, Assignor does hereby grant, bargain, sell, assign, transfer and convey unto Assignee, its successors and assigns, all right, title and interest of Debtor in and to the Trademarks described on Exhibit A hereto, upon and subject to the terms described herein.

ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, WITH RESPECT TO THE TRADEMARKS. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS.

ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALY, OR CONSEQUENTIALY BY THE TRADEMARKS OR PRODUCTS IN ANY WAY RELATED THERETO, BY ANY INADEQUACY OF THE TRADEMARKS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNOR'S OR ASSIGNEE'S NEGLIGENCE OR