

10-14-1998



Tab settings ⇄⇄⇄ ▼

To the Honorable Commissioner of F

inal documents or copy thereof.

1. Name of conveying party(ies):

100849029

ceiving party(ies):

Magnavision, Inc.

Name: Flents Products Co., Inc.

Internal Address: _____

Street Address: One Executive Blvd.

City: Yonkers State: NY ZIP: 10701

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

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

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)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,726,880

1,863,531

2,056,691

Additional numbers attached? Yes No

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

Name: Seth A. Akabas, Esq.

Internal Address: _____

Street Address: 488 Madison Avenue
11th Floor

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41):..... \$ 90.00

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

10/13/1998 JSHABZZ 00000051 1726880

01 FC:481
02 FC:482

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.

Anthony Costanzo, CFO
Name of Person Signing

Anthony Costanzo, CFO
Signature

10/13/98
Date

Total number of pages comprising cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1798 FRAME: 0103

RECEIVED

10-9-98

SCHEDULE

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>
United States	Comfees	1,726,880
	Comfees +	1,863,531
	Comfees +	2,056,691
Canada	Comfees	417,569
	Comfees +	459,954
	Comfees +	467,255

TRADEMARK ASSIGNMENT

WHEREAS, MAGNIVISION, INC. ("Assignor"), a Delaware corporation having its principal address at 15400 S.W.66th Avenue, Pembroke Pines, Florida 33023, is the owner of the trademarks listed on the annexed schedule, excluding use for jewelry (but not eyeglasses) registerable in International class 14 and jewelry accessories (but not eyeglass repair kits) registerable in International class 20), (the "Marks"), together with the good will associated therewith; and

WHEREAS, FLENTS PRODUCTS CO., INC. ("Assignee"), a Delaware corporation, having a mailing address of One Executive Boulevard, Yonkers, New York 10701, is desirous of acquiring the Marks pursuant to an Asset Purchase Agreement dated May 7, 1998 between Assignor and Assignee; and

WHEREAS, Flents desires that the assignment of the registration of the Marks be made of record in the United States Patent and Trademark Office and the Registrar of Trademarks of Canada.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor assigns to Assignee, now and forever, all right, title and interest in and to the Marks (excluding the uses set forth above), as is, including all common law rights therein and each and every chose in action in connection with the Marks and any infringement thereof, whether prior or current, together with the goodwill of the business of Assignor associated with the Marks and the Registrations thereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this License Agreement as of the date first written above.

MAGNIVISION, INC.

By: *Ron Peer*
Ron Peer, President

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

Before me, a Notary Public in and for said County, personally appeared the above named MAGNIVISION, INC., a Delaware corporation, by Ron Peer, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as said officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Pembroke Pines, Florida this 18 day of May, 1998.

Josephine Turner
NOTARY PUBLIC



JOSEPHINE TURNER
My Commission CC637112
Expires Apr. 26, 2000

5/6/98