

04-27-2001



Form PTO-1594
April 10, 2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4-1301

101689730
TRADEMARKS ONLY

Attorney Docket No.: 688-166

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof.

APR 13 2001

1. Name of conveying party(ies):

Scrapalot, LLC

Individual(s) Association General Partnership
 Corporation-New York Other _____

Additional name(s) of conveying party(ies) attached?

yes no

2. Name and address of receiving party(ies):

Name: EK Success, Ltd.

Street Address: 125 Entin Road

City: Clifton State: New Jersey Zip: 07014

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- New York
 Other: Company with limited liability

If assignee is not domiciled in the U.S., a domestic representative designation is attached: yes no
(Designation must be a separate document from Assignment)

Additional names and addresses attached? yes no

3. Nature of Conveyance

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date:

April 4, 2001

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

A. Trademark Application No.(s)

76/063,072

B. Registration No.(s):

N/A

Additional numbers attached? Yes No

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

Name: Robert M. Haroun, Esq.

Internal Address: Sofer & Haroun, LLP.

Street Address: 342 Madison Avenue
Suite 1921

City: New York State: NY ZIP: 10173

6. Total number of applications and registrations involved:

[1]

7. Total fee (37 C.F.R. 3.41) \$ **40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 19-2825

(Attach duplicate copy of this page if paying by deposit account)

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40.00 OP

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.

Thomas C. Hughes, Esq.
Name of Person Signing

Signature

April 10, 2001

Date

Total number of pages including cover sheet, attachments and document **[4]**

OMB No. 0651-0011 (exp. 4/84)

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

TRADEMARK
REEL: 002282 FRAME: 0392

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT effective as of the 4 day of APRIL, 2000 by and between:

SCRAPALOT, LLC. (Hereinafter "Assignor"), a limited liability company duly organized and existing under the laws of Oklahoma, with a principal place of business at 6562 East 51st Street, Tulsa, OK 74145; and

EK SUCCESS, LTD. (hereinafter "Assignee"), a corporation, duly organized and existing under the laws of New York, with a principal place of business at 125 Entin Road, Clifton, NJ 07014;

WHEREAS ASSIGNOR is the owner of the common law and federally pending trademark "PUNCHKINS" for registration on the Principal Register in the United States Patent and Trademark Office and having the serial number 76-063,072 for use on paper cutouts used in scrapbook assembly (the "Trademark");

WHEREAS ASSIGNEE is desirous of acquiring said Trademark and registration thereof;

WHEREAS ASSIGNOR is desirous of assigning all right and title in said Trademark; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. ASSIGNMENT

For good and valuable consideration in the amount of three-thousand twenty eight dollars and seventy two cents (\$3028.72), receipt of which is hereby acknowledged, ASSIGNOR does hereby assign unto ASSIGNEE all right, title and interest in and to the Trademark, together with all the goodwill of the business symbolized by the Trademark.

2. OWNERSHIP OF MARK

Upon execution of this Agreement, ASSIGNOR acknowledges the ownership of the Trademark in the ASSIGNEE, and agrees that it will do nothing inconsistent with such ownership and that all prior use of the Trademark by ASSIGNOR shall inure to the benefit of and be on behalf of ASSIGNEE, and agrees to assist ASSIGNEE in recording this Agreement with appropriate government authorities. All costs of such recordation shall be borne by ASSIGNEE including reasonable attorney fees involved in the execution of this Agreement by ASSIGNOR. ASSIGNOR agrees that it will not attack the title of ASSIGNEE to the Trademark or attack the validity of this Assignment.

3. INTERPRETATION OF AGREEMENT

This Agreement shall be construed under, and the performance of the parties hereto shall be governed by, the laws of the State of New York without regard to its principles of conflict of laws. If any of the provisions of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

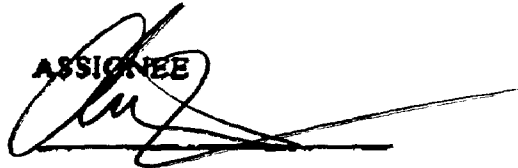
4. MISCELLANEOUS

This Agreement sets forth the entire understanding of the parties with respect to

the subject matter hereof. This Agreement shall not be changed or terminate orally. All of the terms and provisions of the Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of both parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ASSIGNEE



EK Success, Ltd.
By: Christopher J. Skinner
Chief Executive Officer
Date: April 4, 2001

ASSIGNOR



Scrapalot, LLC.
Neely Shaw
Owner
Date: October 2, 2000