

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Manhattan Products, Inc.		02/10/2006	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heritage Brands, LLC		
<b>Composed Of:</b>	COMPOSED OF Ved Singh, Managing Partner		
<b>Doing Business As:</b>	DBA Heritage Brands		
<b>Street Address:</b>	602 Washington Avenue		
<b>City:</b>	Carlstadt		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07072		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0810717	SEA MIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)953-7733		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 986 2340		
<b>Email:</b>	jandh@ipattorneys.com		
<b>Correspondent Name:</b>	C Bruce Hamburg, Jordan and Hamburg		
<b>Address Line 1:</b>	122 East 42nd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10128		
<b>ATTORNEY DOCKET NUMBER:</b>	TM-2271		
<b>NAME OF SUBMITTER:</b>	C. Bruce Hamburg		
<b>Signature:</b>	/C. Bruce Hamburg/		

OP \$40.00 0810717

Date:

09/24/2007

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of February 10, 2006, between Manhattan Products, Inc., a Delaware corporation ("Assignor" or "MPI"), and Heritage Brands, LLC, a New Jersey Limited Liability Company ("Assignee" or "Heritage"). Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Asset Purchase and Sale Agreement.

WHEREAS, Heritage and MPI, are parties to a certain Asset Purchase and Sale Agreement, dated as of December 15, 2005 (the "Asset Agreement"), pursuant to which, among other things, MPI agreed to sell, and Heritage agreed to purchase, certain assets and assume certain liabilities of MPI related to the Business;

WHEREAS, it is a condition to the Closing of the Asset Agreement that Assignor enters into this Assignment to transfer to Assignee certain intellectual property related to the Business as set forth in Schedules 5.14(a)(i)-(ii) of the Asset Agreement (the "Assigned IP");

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned IP; and

WHEREAS, Assignor desires to sell or convey to Assignee all Assignor's right title and interest in and to the Assigned IP;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of February 10, 2006, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule 5.14(a)(i) of the Asset Agreement, (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Trademarks").
2. Assignment of Patents. Effective as of February 10, 2006, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the patents set forth in Schedule 5.14(a)(i) of the Asset Agreement (the "Assigned Patents").
3. Assignment of Software Licenses. Effective as of February 10, 2006, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the software licenses set forth in Schedule 5.14(a)(i) of the Asset Agreement (the "Assigned Software Licenses").

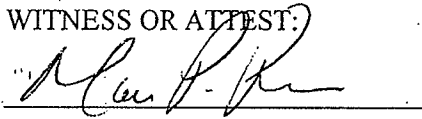
4. Transfer of Intangible Assets. Effective as of February ~~16~~, 2006, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with the Business, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").
5. Relationship with the Asset Agreement. This Assignment is in all respects subject to the provisions of the Asset Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Agreement.
6. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
7. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of New Jersey without giving effect to the conflict of laws rules thereof.

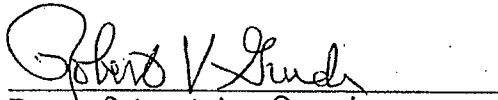
IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

MANHATTAN PRODUCTS, INC.

WITNESS OR ATTEST:

  
\_\_\_\_\_

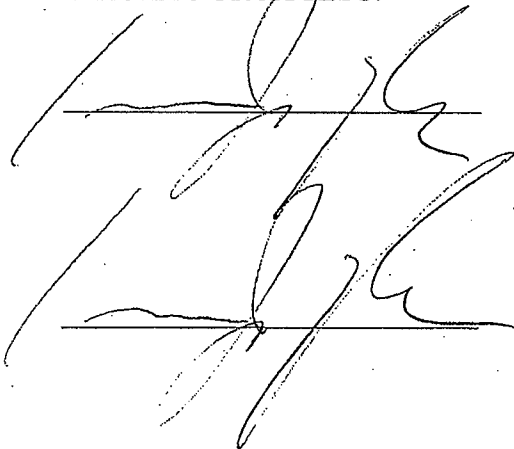
  
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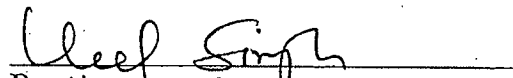
By: Robert V. Guidi  
Title: President  
Date: 2/10/06

ASSIGNEE

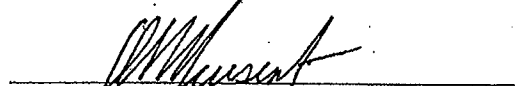
HERITAGE BRANDS, LLC

WITNESS OR ATTEST:

  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_

By: VED SINGH  
Title: MANAGING PARTNER  
Date: 2-10-06

  
\_\_\_\_\_

By: ROBERT NICUSANTI  
Title: MANAGING PARTNER  
Date: 2/10/06

**ADDENDUM TO  
SCHEDULE 5.14(a)(I)**

**REQUIRED INTELLECTUAL PROPERTY**

1. Patents:

<u>Federal Registration No.</u>	<u>Registration Date</u>
5,234,130	August 10, 1993
5,322,622	June 21, 1994

2. Trademarks:

<u>Trademark</u>	<u>Type</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
SEA MIST	words, letters	Registered	0810717	July 5, 1966