



To the Honorable Commissioner of

101324099

hed original documents or copy thereof.

1. Name of conveying party(ies):

Topstone Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-Connecticut
- Other _____

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

3. Nature of Conveyance:

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

Execution Date: June 6, 1995

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

TSI Acquisition Corp.
401 Adams Avenue
Scranton, Pennsylvania 18510-2025

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s): **SEE SCHEDULE A**

Additional numbers attached Yes No

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

Stephen J. Meyers, Esq.
Seidel, Gonda, Lavorgna & Monaco, P.C.
Suite 1800 Two Penn Center Plaza
Philadelphia, PA 19102

Attorney Docket No. 9445-ASN

6. Total number of applications and registrations involved

5

7. Total fee (37 CFR 3.41)

\$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: 19-1135

DO NOT USE THIS SPACE

9. 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.

STEPHEN J. MEYERS

Name of Person Signing


Signature

9 March 2000

Date

Total number of pages including cover sheet, attachments and document: 5

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

04/17/2000 TTON11 00000481 191135 1134656

01 FC:481 40.00 CH
02 FC:482 100.00 CH

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUED</u>
TOPSTONE	1,134,656	05/06/80
DRACULA BLOOD	1,146,457	01/27/81
Miscellaneous Design	1,189,477	02/09/82
DRACULA CAPE	1,372,664	11/26/85
TOPSTONE	1,483,382	04/05/88

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Topstone Industries, Inc., a Connecticut corporation, having a place of business at 81 Sand Pit Road, Danbury, CT 06810, (hereinafter referred to as "Assignor"), is the owner of the U.S. patent listed on the attached Schedule A, is the owner of the copyright registrations listed on the attached Schedule B, and is the owner and/or has adopted, used and is using the trademarks listed on the attached Schedules C and D (hereinafter collectively referred to as "Intellectual Property");

WHEREAS, TSI Acquisition Corp., a Delaware corporation, having a place of business at c/o The Paper Magic Group, Inc., 401 Adams Avenue, Scranton, PA 18510-2025 (hereinafter referred to as "Assignee") is desirous of acquiring said Intellectual Property.

NOW, THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (U.S. \$1.00) and other good and valuable consideration to it paid, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, said Assignor, by these presents does hereby sell, assign and transfer unto said Assignee, the entire right, title and interest in and to the aforesaid Intellectual Property, including, but not limited to, the trademarks, the registrations or applications for registration and/or renewal of registration thereof, together with the goodwill of the business in connection with which said trademarks are used. Assignee accepts full and entire ownership of the said Intellectual Property with all the rights and privileges attached thereto.

And for said consideration, Assignor has sold, assigned, and set over, and hereby does sell, assign and set over unto Assignee, its successors and assigns, any and all claims, demands or rights of action which Assignor has or might have to recover damages and profits, or either, by reason of any infringement or infringements of any said Intellectual Property prior to the date of this Assignment, together with the right to the Assignee, its successors and assigns to prosecute such demands or rights of action in its own name.

And, said Assignor hereby covenants that they have full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreements in contravention of the interests assigned herein and herewith consent to recordation of assignment of said Intellectual Property to Assignee, its successors and assigns. Assignor, its successors and assigns, hereto covenants and agrees to execute at no cost to Assignee any further documents and do such other acts and things as may be necessary and proper to permit Assignee, its successors and assigns, to vest the full title of

said Intellectual Property in Assignee, its successors and assigns, and record the same throughout the world.

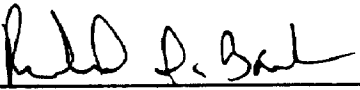
IN WITNESS WHEREOF, the parties have caused these presents to be signed by their respective officers thereunto duly authorized, and their corporate seals to be hereto affixed.

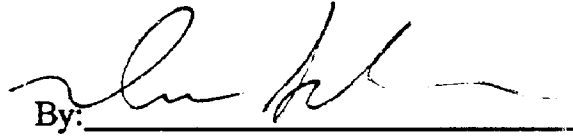
ASSIGNEE:

ASSIGNOR:

TSI Acquisition Corp.

Topstone Industries, Inc.

By: 
Its:

By: 
Its: CEO

Dated: June 6, 1995

Dated: 6-6-95, 1995

[SEAL]

[SEAL]

State of Pennsylvania)
County of Philadelphia) SS:

United States of America

6th Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of June, 1995 personally appeared Robert A. Goldberg to me personally known, and who being duly sworn by me, did depose and state that he is the President of Assignor corporation, and that the foregoing Assignment was signed by him on behalf of said corporation by authority of its board of directors, and that said Assignment was the free act and deed of said corporation.

Further on the 6th day of June, 1995 Richard O. Barton, personally appeared before me and being duly sworn, did depose and state that he is the President of Assignee corporation, and that the foregoing Assignment was signed by him on behalf of said corporation by authority of its board of directors, and that said Assignment was the free act and deed of said corporation.

Cecilia A. Nowicki
Notary Public

