

06-20-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Nationmark Merchandising &
Distribution Company
6-10-02

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

2. Name and address of receiving party(ies)
Name: Sun BMK Limited
Internal
Address: Suite 470

Street Address: 5200 Town Center Circle
City: Boca Raton State: FL Zip: 33486

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 31, 2002

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1400722 1568542 1442932
1879922 1680466 1443375
1984140 1387633 2226285

Additional number(s) attached Yes No

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

Name: Michael G. Fataall

Internal Address: Kirkland & Ellis

Street Address: 200 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed
 Any overpayment or underpayment
Authorized to be charged to deposit account

8. Deposit account number:

22-0400

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

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.

Michael G. Fataall

Name of Person Signing

Signature

6/10/02

Date

8

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

38233-20B

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D. C. 20231

06/19/2002 TDIAZI 00000108 1400722

01 FC:481
02 FC:482

40.00 OP
200.00 OP

TRADEMARK
REEL: 002529 FRAME: 0262

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 31st day of May, 2002 ("Effective Date") by and between Nationmark Merchandising & Distribution Company, a Delaware corporation, 7101 E. Slauson Avenue, Commerce, California 90040 ("Assignor"), and Sun BMK Limited, a Texas limited partnership, 5200 Town Center Circle, Suite 470, Boca Raton, Florida 33486 ("Assignee").

WHEREAS, Assignor and Sun BMK Acquisition Corp., a Delaware corporation (the "Company") are parties to that certain Asset Purchase Agreement, dated March 23, 2002 ("Agreement");

WHEREAS, the Company has assigned to Assignee (the "Assignment") all its rights and obligations under the Agreement with respect to the United States trademark registrations set forth on Schedule A attached hereto, the state trademark registrations set forth on Schedule B attached hereto, the unregistered trademarks set forth on Schedule C attached hereto, and the trade names and assumed names set forth on Schedule D attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, "the Marks"); and

WHEREAS, pursuant to the Agreement and the Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and relinquishes to Assignee, its successors, assigns, and legal representatives the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

WHEREAS, Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Marks;

WHEREAS, Assignor represents and warrants that: (i) it is not aware of any claims by others of infringement by it or others for using the Marks nor is Assignor aware of any

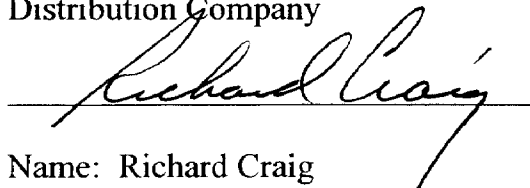
other prior claims to ownership of the Marks; (ii) it is the sole and exclusive owner of the entire right, title, and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (iii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iv) it has not executed, and will not execute, any agreement or other instrument in conflict herewith; and

WHEREAS, Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Nationmark Merchandising & Distribution Company

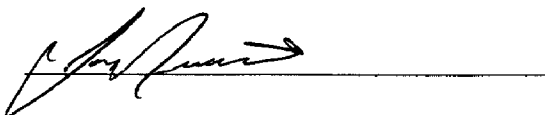


Name: Richard Craig

Title: President

Accepted by:

Sun BMK Limited

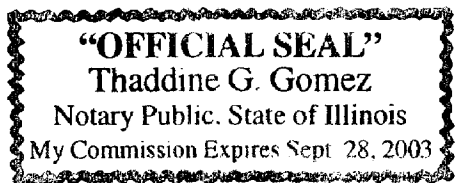


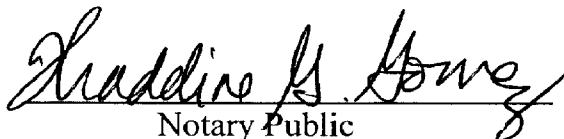
Name: Jason H. Neimark

Title: Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

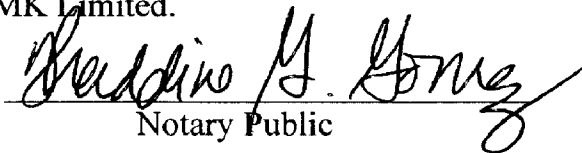
On this 31st day of May, 2002 there appeared before me Richard Craig, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Nationmark Merchandising & Distribution Company.

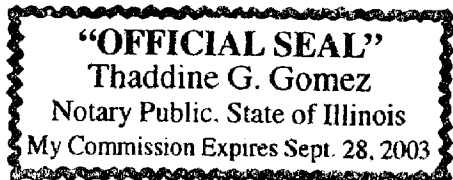



Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 31st day of May, 2002 there appeared before me Jason H. Neimark, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Sun BMK Limited.


Notary Public



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1400722	7/8/86	NATION MARK
1879922	2/21/95	KNOWS ALL TALKING CRYSTAL BALL
1984140	7/2/96	WATER WONDERS
1568542	11/28/89	WATER WONDERS
1680466	3/24/92	SUPER SOUND
1387633	3/25/86	EXCITE
1442932	6/16/87	EXCITE
1443375	6/16/87	EXCITE
2226285	2/23/99	EXCITE

SCHEDULE B

STATE TRADEMARK REGISTRATIONS

None.

SCHEDULE C

UNREGISTERED TRADEMARKS

None.

C - 1

SCHEDULE D

TRADE NAMES AND ASSUMED NAMES

None.

D - 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

“EXPRESS MAIL” CERTIFICATE OF MAILING

“Express Mail” label number: EL 728993362 US

Date of Deposit: June 10, 2002

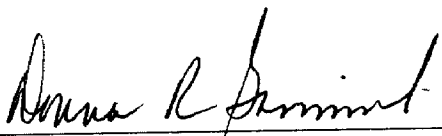
I hereby certify that the following attached paper or fee:

Recordation Cover Sheet, Trademarks Only, Trademark Assignment from Nationmark
Merchandising & Distribution Company to Sun BMK Limited dated May 31, 2002,
check for \$240.00 and return receipt postcard for recording against U.S. Reg. No.
1400722 and eight others

is being deposited with the United States Postal Service “Express Mail Post Office to Addressee”
service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of
Patents and Trademarks, BOX ASSIGNMENTS, Washington, D.C. 20231.

Donna R. Gasiorowski

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

Ref.: 38233-20B