

2.27.04

FORM PTO-1594

(Rev.6-93)

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

RECORDATIC  
TRADEMARK

03-05-2004



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

102685365

Documents or copy thereof.

1. Name of conveying party(ies)  
Easy Returns Worldwide, Inc.

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

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

2. Name and address of receiving party(ies)  
Name: GRX Holding, LLC

Address: 140 N. Belle Meade Road

City: East Setauket State: NY ZIP: 11733

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

Execution Date: August 25, 2003

Individual(s) citizenship: \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware Limited Liability Company

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 patent number(s):  
 A. Trademark Application No.(s)  
78/151,386

B. Trademark Registration No.(s)  
2,509,681  
2,639,324  
2,688,865

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed.  
 Name: Thomas M. Galgano, Esq.  
 Internal Address: GALGANO & BURKE, LLP  
 Street Address: 300 Rabro Drive, Suite 135  
Hauppauge                      New York                      11788  
 City                                      State                                      Zip Code

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) .....\$160.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
07-0130  
 (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.*

Thomas M. Galgano                      [Signature]                      2/26/2004  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and documents: 3



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

02-27-2004

03/05/2004 MUELLER 0000005 78151386 40.00 75.00

ASSIGNMENT OF TRADEMARK

WHEREAS, Easy Returns Worldwide, Inc., a corporation of the State of Missouri, having a place of business at 8034 Cornell Avenue, University City, Missouri 63132 ("Assignor"), is the owner of the trademark and any and all trade dress associated therewith (the "Mark") as described in Exhibit A attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the services in connection with which the Mark is used;

WHEREAS, GRX Holding, LLC, a Delaware limited liability company, having a place of business at 140 N. Belle Meade Road, East Setauket, New York 11733 ("Assignee"), is desirous of acquiring the entire, right, title and interest in and to said Mark;

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest in and to the Mark, together with

(a) the goodwill of the business relating to the services in connection with which the Mark is used, and for which the Mark is registered;

(b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark; and

(c) all rights to sue for past, present, and future infringements or misappropriations of the U.S. Mark.

2. Further Assurances. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be reasonably necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Mark.

Dated as of August 25, 2003.

ASSIGNOR:

EASY RETURNS WORLDWIDE, INC.

By:

Title: President

ASSIGNEE:

GRX HOLDING, LLC.

By:

Title: Managing Member

**EXHIBIT A**

**TRADEMARK SCHEDULE**

Mark: INTELLIRX  
Registration No. 2688865  
Class:  
Date Registered: February 18, 2003

Mark: ERinventory  
Registration No. 2639324  
Class:  
Date Registered: October 22, 2002

Mark: RECLAIM  
Registration No. 2509681  
Class:  
Date Registered: November 20, 2001

Mark: EXACT  
Registration No. 78151386  
Class:  
Date Registered: August 6, 2002

Mark: IRETURNS  
Registration No.  
Class:  
Date Registered: Application not yet filed