

08-16-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RE: 102814122

8/11/04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Samara Brothers, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) July 15, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Samara Brothers LLC

Internal

Address: _____

Street Address: 240 Mill Road

City: Edison

State: New Jersey

Country: USA Zip: 08817

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78-425967, 78-415987, 76-589791,
78-389098, 76-528735

B. Trademark Registration No.(s)
2117176, 2116480

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached.

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

Name: Alana Tolhurst

Internal Address: _____
237 Torys LLP

Street Address: _____
237 Park Ave.

City: New York

State: New York Zip: 10017

Phone Number: 212-880-6382

Fax Number: 212-682-0200

Email Address: atolhurst@torys.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Alana Tolhurst

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/13/2004 6TOM11 00000010 78425967

01 FC:0521
02 FC:0522

40.00 OP
150.00 OP

TRADEMARK
REEL: 003026 FRAME: 0838

EXHIBIT A

Trademark	Registration/ Serial Number	Filing Date	Owner
Deep Freeze (block letters)	78-425967	5/27/04	Samara Brothers, Inc.
Samantha Says (block letters)	78-415987	05/10/04	Samara Brothers, Inc.
JAC-PAC (stylized letters)	76-589791	04/30/04	Samara Brothers, Inc.
JAC PAC (block letters)	78-389098	03/23/04	Samara Brothers, Inc.
Samara (words only)	76-528735	07/08/03	Samara Brothers, Inc.
Samara (words only)	2117176	10/13/94	Samara Brothers, Inc.
Samara (stylized letters)	2116480	10/13/94	Samara Brothers, Inc.

TRADEMARK ASSIGNMENT

WHEREAS, Samara Brothers, Inc., a Delaware corporation (the "Assignor"), owns the trademarks listed on Exhibit A attached hereto (referred to collectively as the "Trademarks"); and

WHEREAS, the Trademarks are to be sold, conveyed, assigned, transferred and delivered to Samara Brothers LLC, a Delaware limited liability company (the "Assignee"), pursuant to a certain Asset Purchase Agreement dated as of July 15, 2004, by and among Assignor and Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor represents and warrants that it is the current registered owner of the Trademarks, including certain registrations therefor or applications with respect thereto, all as set forth on Exhibit A.
2. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, absolutely and forever, all of its right, title and interest, whether statutory or at common law, in and to the Trademarks owned by it, including, without limitation, any registrations therefor or applications with respect thereto, as set forth on Exhibit A; all of Assignor's good will associated with or symbolized by the Trademarks; and all of Assignor's rights, if any, to sue for or make claims with respect to any past, present or future infringement or misappropriation of the Trademarks.
3. Assignor covenants and agrees to execute and deliver, without further consideration, any instruments or other documents, and to cooperate with Assignee in any manner, as may reasonably be required by Assignee to effectuate the full purpose and intent of this Trademark Assignment, including, without limitation, delivering or providing to Assignee such other instruments or documents as may be necessary to effectuate the recordation of this Trademark Assignment with the United States Patent and Trademark Office, or any other trademark office or appropriate governmental body in any country of the world where any of the Trademarks have been registered, or where any applications to register any of the Trademarks are pending, all as set forth on the annexed Exhibit A.

[signature page follows]

IN WITNESS WHEREOF, each of the parties has executed this Trademark

Assignment as of July 15, 2004.

SAMARA BROTHERS, INC.

By: B. Hooley
Bernard Hooley
Title: chairman.

SAMARA BROTHERS LLC

By: P. Veres
Peter Veres
~~President~~ Chairman & CEO P. Veres