

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TV Capital Corp.		06/30/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ACI, Inc.		
Street Address:	950 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76201979	BLF	
Registration Number:	2504135	AQUABIOTIC	
Serial Number:	78559986	LIQUIFIX	
Serial Number:	78560001	LIQUICURL	
Serial Number:	78560014	LIQUITHICK	
CORRESPONDENCE DATA			
Fax Number:	(212)944-7630		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 869-6000		
Email:	smarkowitz@markowitzroshco.com		
Correspondent Name:	Seth P. Markowitz		
Address Line 1:	530 Fifth Avenue - 23rd Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Seth P. Markowitz		

OP \$140.00 76201979

Signature:

/SPM/

Date:

02/23/2006

Total Attachments: 2

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Assignment of Trademark (or Assignment of Trademark Application)

WHEREAS, TV Capital Corp., a New York Corporation, with an address at P.O. Box 986, Melville, New York 11747 (the "ASSIGNOR") has adopted and uses " ** ", which is registered, inter alia, in the United States Patent and Trademark Office, Registration No. _ _ _ ** (or Application No.) dated _____ (the "Trademark"); and

** See Schedule "AA" attached hereto and incorporated herein.

WHEREAS, ACI, Inc., a New Jersey Corporation, with an address at 950 Third Avenue, New York, NY 10022 (the "ASSIGNEE") is desirous of acquiring all of Assignor's right, title and interest, if any, in and to the aforesaid Trademark and registration thereof, and the goodwill of the business or part thereof connected with and symbolized by the said Trademark;

WHEREAS, Assignor makes no representations or warranties with respect to Assignor's right, title and interest, if any, in and to the aforesaid Trademark and registration thereof; and

WHEREAS, Assignor and Assignee have entered into, a certain Agreement dated June 3, 2005 (the "Agreement") with respect to the Trademark (as better defined in said Agreement);

NOW, THEREFORE, for good and valuable consideration, including but not limited to the Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties;

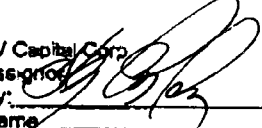
(a) ASSIGNOR by these presents does quickclaim, sell, assign and transfer onto the said ASSIGNEE, its successors and assigns, all of the Assignor's right, title and interest, if any, in and to the said Trademark, together with any and all goodwill symbolized by said Trademark and of the business connected with the use of and symbolized by said Trademark and any part thereof; and any income, royalties, damages and payments now or hereafter due or payable in respect thereto; and any and all causes of action, either in law or in equity, for past, present, or future, without limitation, corresponding to the foregoing throughout the United States, its Territories and Commonwealths.

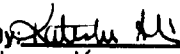
(b) This assignment shall be deemed to be effective as of the date hereof.

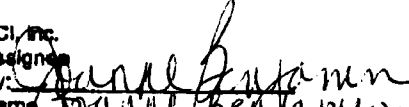
(c) Assignor hereby agrees to promptly execute all papers and to perform such other reasonable acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee, its successors or assigns, the rights hereby transferred, all at the sole cost of the Assignor. The acts to be performed include, but are not limited to, the execution of assignments in recordable form in each jurisdiction in which a trademark registration or application may be issued or pending, signing all lawful papers, making rightful oaths, testifying as to facts relating to any of the property or rights transferred hereby in any legal proceeding, and generally doing everything necessary, proper or desirable to protect the rights of the Assignee, its successors and assigns in and to the property transferred hereby, and to fulfil the purposes of this assignment agreement.

IN WITNESS WHEREOF, the said ASSIGNOR has hereunto executed this instrument on this 30th day of June 2005.

WITNESS:
By: _____
Name _____

TV Capital Corp.
Assignor
By: 
Name _____
Title: _____

WITNESS:
By: 
Name KARIWAKA AVILES

ACI, Inc.
Assignee
By: 
Name Daniel Benjamin
Title: Pres.



SCHEDULE "AA"

- a. that TV Capital (Assignor) has adopted and uses BLF, which is registered, inter alia, in the United States Patent and Trademark Office, Serial No. 76201979, Filing Date January 31, 2001 (the "BLF Trademark"), together with any and all goodwill symbolized by said BLF Trademark and all of the business connected with the use of and symbolized by said BLF Trademark and any part thereof.
- b. that TV Capital (Assignor) has adopted and uses AQUABIOTIC, which is registered, inter alia, in the United States Patent and Trademark Office, Serial No. 76166194, Filing Date November 16, 2000, Registration Number 2504135, Registration Date November 6, 2001 (the "AQUABIOTIC Trademark"), together with any and all goodwill symbolized by said AQUABIOTIC Trademark and all of the business connected with the use of and symbolized by said AQUABIOTIC Trademark and any part thereof.
- c. that TV Capital (Assignor) has adopted and uses LIQUIFIX, which is the subject of a pending application with the United States Patent and Trademark Office, Serial No. 7855986, Filing Date February 3, 2005 (the "LIQUIFIX Trademark"), together with any and all goodwill symbolized by said LIQUIFIX Trademark and application and subsequent registration thereof and all of the business connected with the use of and symbolized by said LIQUIFIX Trademark and application and subsequent registration thereof and any part thereof.
- d. that TV Capital (Assignor) has adopted and uses LICURL, which is the subject of a pending application with the United States Patent and Trademark Office, Serial No. 78560001, Filing Date February 3, 2005 (the "LIQUICURL Trademark"), together with any and all goodwill symbolized by said LIQUICURL Trademark and application and subsequent registration thereof and all of the business connected with the use of and symbolized by said LIQUICURL Trademark and application and subsequent registration thereof and any part thereof.
- e. that TV Capital (Assignor) has adopted and uses LIQUITHICK, which is the subject of a pending application with the United States Patent and Trademark Office, Serial No. 78560014, Filing Date February 3, 2005 (the "LIQUITHICK Trademark"), together with any and all goodwill symbolized by said LIQUITHICK Trademark and application and subsequent registration thereof and all of the business connected with the use of and symbolized by said LIQUITHICK Trademark and application and subsequent registration thereof and any part thereof.



TRADEMARK