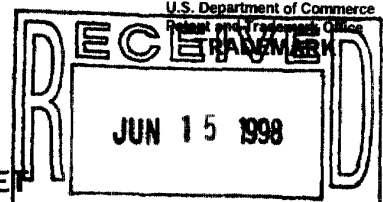


06-26-1998



100747842

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MD 6-15-98

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
10 01 1994
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name REDLOG PRODUCTS, INC.

Execution Date
Month Day Year
06 04 1998

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization A North Carolina Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name PROGENY, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) P.O. Box 4051

Address (line 2) _____

Address (line 3) Charlotte

North Carolina

28226

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

Corporation Association

Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization A North Carolina Corporation

06/26/1998 TTON11 00000012 1721752

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1745 FRAME: 0217

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,721,752"/>	<input type="text" value="2,143,944"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Steven C. Schnedler

6/12/98

Name of Person Signing

Signature

Date Signed

**NUNC PRO TUNC ASSIGNMENT
OF
UNITED STATES TRADEMARK REGISTRATIONS**

WHEREAS, Redlog Products, Inc., a North Carolina corporation, having a principal place of business at Post Office Box 4051, Charlotte, North Carolina 28226, (hereinafter referred to as "ASSIGNOR"), was formerly the exclusive and record owner of the entire right, title, and interest in and to the following Trademarks and the corresponding United States Trademark Registrations therefor:

Mark: **SAFEFIT (Stylized)**
Registration No.: 1,721,752
Registered: October 6, 1992
Int. Class: 12

Mark: **SAFEFIT & Design**
Registration No.: 2,143,944
Registered: March 17, 1998
Int. Class: 12

WHEREAS, Progeny, Inc., a North Carolina corporation, having a principal place of business at Post Office Box 4051, Charlotte, North Carolina 28226, (hereinafter referred to as "ASSIGNEE"), has acquired and purchased from ASSIGNOR the above-identified Trademarks and the corresponding United States Trademark Registrations, and associated goodwill, from ASSIGNOR effective October 1, 1994, and is desirous of confirming that it has done so.

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm and perfect the sale and assignment of said Trademarks and corresponding United States Trademark Registrations therefor effective October 1, 1994;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges and confirms that effective October 1, 1994, ASSIGNOR sold, transferred, and assigned to said ASSIGNEE the entire right, title, and interest in and to the above-identified Trademarks and the corresponding United States Trademark Registrations therefor, together with the goodwill of the business appurtenant to and symbolized by said Trademarks, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had the sale, transfer, and assignment not been made.

ASSIGNOR hereby warrants and covenants that it had the full power and authority to convey the rights, title, and interests sold, transferred, and assigned to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Nunc Pro Tunc Assignment to be executed by its duly authorized officer, as of the 4th day of June, 1998.

REDLOG PRODUCTS, INC.



Thomas J. Golder
President

323208

- 2 -

RECORDED: 06/15/1998

TRADEMARK
REEL: 1745 FRAME: 0220