

06-16-1998



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RECORDATION FORM COVER SHEET  
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U.S. Department of Commerce  
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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

MRD  
6-3-98

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name ARTIS, INC.

05-30-97

Formerly \_\_\_\_\_

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

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name ALEENE'S LICENSING COMPANY LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 5673 E. SHIELDS AVENUE

Address (line 2) \_\_\_\_\_

Address (line 3) FRESNO

City

CA USA

State/Country

93727

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other LIMITED LIABILITY COMPANY

Citizenship/State of Incorporation/Organization CALIFORNIA

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.)

06/15/1998 JSH/BAZZ 00000117 75197409

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
75.00 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: 1746 FRAME: 0173

**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" value="75197409"/>	<input type="text" value="75197410"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75197408"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75197637"/>	<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.*

TRACY A. AGRALL  MAY 28, 1998  
Name of Person Signing Signature Date Signed

**ASSIGNMENT OF TRADE NAME**

This ASSIGNMENT OF TRADE NAME (this "Agreement") is entered into as of May 30, 1997 by and between Artis, Inc., a California corporation ("Artis") and Aleene's Licensing Company LLC, a California limited liability company (the "Licensing Company"), with reference to the following facts:

A. Artis was incorporated in the State of California in 1979. Vera Aleene Jackson ("Jackson") was one of the incorporators and original shareholders. Jackson remains a shareholder of Artis.

B. Upon the commencement of business by Artis, Jackson assigned to Artis and contributed to the capital of Artis the use of her middle name, "Aleene," to be used by Artis in connection with a variety of products and services developed and marketed by Artis. The name "Aleene" as used herein, shall, unless the context otherwise requires, include all variations of and phrases that use or include the name "Aleene," including but not limited to "Aleene's."

C. Subsequent to the incorporation of Artis, Artis sought and acquired numerous federal trademarks and servicemarks which use or incorporate the name "Aleene."

D. On July 14, 1995, Jackson and Artis entered into a Memorandum of Assignment memorializing the assignment by Jackson to Artis of the use of the name "Aleene."

E. Artis, Duncan Enterprises, a California corporation ("Duncan"), Jackson and Michael A. Hershman ("Hershman") have entered into that certain Sale of Assets and Related Transactions Agreement dated May 30, 1997 (the "Definitive Agreement") which contemplates, among other things, the assignment by Artis to the Licensing Company the use of the name "Aleene."

F. The parties desire that Artis assign to the Licensing Company the use of the name "Aleene."

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereafter contained, the parties hereto hereby agree as follows:

1. Assignment of Trade Name. Artis hereby assigns, transfers, relinquishes, and otherwise conveys to the Licensing Company, for good and sufficient consideration, all right, title and interest in, including the goodwill, character, symbol, design, likeness and visual representation of, the name "Aleene" or "Aleene's" (collectively, the "Trade Name"), including the stylized logo and distinctive gold packaging used in connection with products and including all of Artis' trademarks, trade names and servicemarks utilizing the Trade Name, including without limitation those specified on Schedule I hereto, subject to existing licenses with Duncan, Bridon Cordage, Inc., Dennecrepe Corporation, International Flowers Imports, Inc., Lamrite West, Inc., dba Darice, and Oxmoor House, Inc. (collectively, the "Existing Licensees").

2. **Payment.** The Licensing Company shall pay to Artis, upon the transfer of the Trade Name, the amount of \$30,000.

3. **Rights of Licensing Company.** The Licensing Company shall have the exclusive right, subject to existing and future licenses, to use or sell, joint venture, license or otherwise convey or exploit, for itself or with or to third parties, the Trade Name.

4. **Rights of Artis.** Artis and the Licensing Company have executed the License Agreement (Artis Proprietary Products, Marketing Business) dated May 30, 1997 between Artis and the Licensing Company (the "License Agreement"), providing Artis with certain rights as licensee thereunder.

5. **Representations, Warranties and Covenants.** Artis hereby represents, warrants and covenants that:

(a) Artis had the right to make the assignment set forth above and that, except as set forth on Schedule 5(a) hereto, neither Artis, nor any of its directors, officers or employees, has made a similar assignment of the Trade Name, including the stylized logo and distinctive gold packaging used in connection with products, and any trade names, trademarks or servicemarks, to anyone else;

(b) Artis, its directors, officers and/or employees have not and will not use or attempt to use the Trade Name without a specific license granting such use by the Licensing Company, and

(c) Artis, its directors, officers and employees understand and acknowledge that the Licensing Company has the exclusive right to sell, joint venture, license or otherwise convey the Trade Name, including the stylized logo and distinctive gold packaging used in connection with products, and any trade name, trademarks or servicemarks, proposed or actual, registered or not that use or incorporate the Name, including the stylized logo and distinctive gold packaging used in connection with products, or any derivative thereof to third parties without a specific license by the Licensing Company.

6. **No Effect on Oxmoor Agreement.** Notwithstanding any provisions contained herein or in any other document or instrument to the contrary, nothing contained in this Agreement is intended to modify, change, amend or supersede any provision of the Oxmoor Agreement (except for ownership of the trademark "Aleene's" and the name "Aleene's", and the identity of the licensor under Section 8 of the Oxmoor Agreement). Each of the parties to this Agreement hereby agrees, for the benefit of Oxmoor (which shall be a third party beneficiary hereof to the extent set forth in this Section), that (a) except as expressly set forth in the immediately preceding sentence, the Oxmoor Agreement shall remain in full force and effect in accordance with its terms, (b) to the extent applicable to such party it will be bound by, and will comply with, the provisions of the Oxmoor Agreement, and (c) no termination of the License Agreement between Artis, Inc., and the Licensing Company will terminate or have an effect on Oxmoor rights under the Agreement.

7. Modifications and Amendments. This Agreement may be modified or amended only by written agreement and executed by the Licensing Company and Artis.

8. Attorneys' Fees and Expenses. If any litigation or any other proceeding is commenced in connection with or related to this Agreement, the losing party shall pay the expenses, including but not limited to, the reasonable attorneys' fees and expenses, of the prevailing party. The court shall be entitled to prorate said fees and expenses between the parties in the event that a suit or proceeding is successful only in part.

9. Notices. Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and personally delivered or sent by facsimile or certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Artis:

Artis, Inc.  
85 Industrial Way  
Buellton, California 93427  
Attn: Mr. Michael A. Hershman  
Fax: (805) 688-9927

With a copy to:

Dixon & Jessup Ltd. L.L.P.  
One First National Center, #1800  
16th and Dodge  
Omaha, NE 68102-1504  
Attn: David Gardels, Esq.  
Fax: (402) 345-0965

If to the Licensing Company:

Aleene's Licensing Company LLC  
c/o Duncan Enterprises  
5673 E. Shields Avenue  
Fresno, CA 93727  
Attn: Mr. Larry R. Duncan  
Fax: (209) 291-9463

With a copy to:

Greenfield & Associates  
1801 Century Park East  
23<sup>rd</sup> Floor  
Los Angeles, California 90067  
Attn: Mark S. Greenfield, Esq.  
Fax: (310) 843-5219

10. Entire Agreement. This Agreement, along with the Definitive Agreement and the other agreements contemplated thereby, sets forth the entire agreement between the parties hereto relating to the rights granted and the obligations assumed. Any oral representation or modifications concerning this Agreement shall be of no force and effect except a subsequent modification in writing signed by all parties hereto.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Further Assurances. The parties agree to execute and deliver all such other and additional instruments, notices, consents or other documents and will do all such other acts and things as may be reasonably necessary to carry out the terms of this Agreement.

13. Captions. The headings affixed to paragraphs or sections of this Agreement are for convenience only and are not a part of the Agreement.

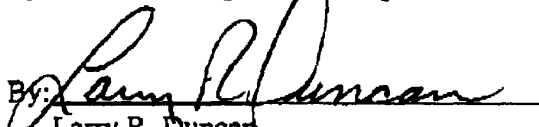
14. Successors And Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

15. Effectiveness. This Agreement shall be effective only upon the Closing, as defined in the Definitive Agreement.

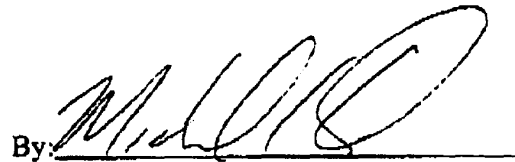
16. Corporate Authority. Each individual executing this Agreement on behalf of a corporation represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the bylaws of said corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Aleene's Licensing Company LLC, a  
California limited liability company  
By: Duncan Enterprises, Manager

By:   
Larry R. Duncan,  
President of Duncan Enterprises

Artis, Inc., a California corporation

By:   
Michael A. Hershman, President

Schedule I

Artis' trademarks, tradenames and  
servicemarks utilizing the tradename.

TRADEMARKS TRANSFERRED TO LICENSE COMPANY

Page 4

572097

Client - US TradeMarks

PHONE 1 & 2 805-688-7335

COMPANY ARTIS HERSHMAN  
P.O.C. TONY

MARK ALBENE'S REGISTRY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND & S LTR & S L: FILED & L:  
9/13/94 3/17/96 Y 71706,124 1/19/93 1,503,878 9/13/88 3/17/94 Y

DATE & L: REMIND RENEW DATE RENEW  
9/13/94 3/17/96 9/13/96

\*\*\*

MARK ALBENE'S (CLASS 16) REGISTRY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND & S LTR & S L: FILED & L:  
6/2/91 12/10/92 6/2/93 74227,488 11/2/92 1,773,207 6/2/93 12/10/94 Y

DATE & L: REMIND RENEW DATE RENEW  
6/2/91 12/10/92 6/2/93

\*\*\*

MARK ALBENE'S HEAD-IT REGISTRY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND & S LTR & S L: FILED & L:  
7/8/97 1/9/98 7/8/01 74067,718 9/25/90 1,650,228 7/8/91 1/9/97 Y

DATE & L: REMIND RENEW DATE RENEW  
7/8/97 1/9/98 7/8/01

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MARK ALBENE'S ORATS FOR KOS REGISTRY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND & S LTR & S L: FILED & L:  
3/13/97 1/14/98 3/13/01 74062,717 9/25/90 1,644,394 3/14/91 1/14/96 Y

DATE & L: REMIND RENEW DATE RENEW  
3/13/97 1/14/98 3/13/01

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MARK ALBENE'S FLEXIBLE STRAP-FED REGISTRY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND & S LTR & S L: FILED & L:  
9/13/94 3/17/96 9/13/96 74333,443 1/23/92 1,786,738 8/10/93 2/11/99 Y

DATE & L: REMIND RENEW DATE RENEW  
9/13/94 3/17/96 9/13/96

9/13/96

TRADEMARK

REF: 1746 FRAME: 0180



5/20/97

Client - US TradeMarks

PHONE 1 & 2 805-688-7339

COMPANY ARTIS HENSHMAN  
P.O.C. TONY

DATE 3 11 REMOND/RENEW DATE/RENEW  
8/10/99 2/11/03

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MARK ALENE'S GLITTER BY REGISTRY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMOND 1 & 2 LITR 1 & 2 L: FILED 3 11  
7/13/99 1/14/03 Y 74317,322 10/20/02 1,781,394 7/13/99 1/14/99

DATE 3 11 REMOND/RENEW DATE/RENEW  
7/13/99 1/14/03

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MARK ALENE'S GLITTER COLORS REGISTRY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMOND 1 & 2 LITR 1 & 2 L: FILED 3 11  
6/15/99 12/17/02 Y 74317,487 11/20/02 1,776,367 6/15/99 12/17/99

DATE 3 11 REMOND/RENEW DATE/RENEW  
6/15/99 12/17/02

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MARK ALENE'S JEWEL-IT REGISTRY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMOND 1 & 2 LITR 1 & 2 L: FILED 3 11  
3/13/97 1/14/00 Y 74063,715 5/25/99 1,644,168 3/14/97 1/14/98

DATE 3 11 REMOND/RENEW DATE/RENEW  
3/13/97 1/14/00

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MARK ALENE'S LIQUID FUSABLE REGISTRY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMOND 1 & 2 LITR 1 & 2 L: FILED 3 11  
8/13/02 2/14/06 Y 74095,819 5/28/03 1,991,745 8/13/96 2/14/02

DATE 1 11 REMOND/RENEW DATE/RENEW  
8/13/02 2/14/06

Page 1

5/28/97

PHONE 1 & 2 805-688-7339

Client - US TradeMarks

COMPANY ARTIS  
P.O.C. TONY  
HERSHMAN

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MARK	REGISTRY	ISSUED	SERNO	FILEDATE	REGNO	ISSUEDATE	REMARKS	LITR	FILED
ALLEN'S PAPER NAPKIN	FED	Y	74033,482	1/23/92	1,832,362	9/6/94	REMARKS	Y	FILED
APPL/4145 GILLS						3/9/00			
DATE	RENEW	DATE	RENEW						
9/5/00	3/9/04	9/5/04							

\*\*\*

MARK	REGISTRY	ISSUED	SERNO	FILEDATE	REGNO	ISSUEDATE	REMARKS	LITR	FILED
ALLEN'S PORCELAIN-12 1/2" FEET	FED	Y	73833,721	1/18/89	1,639,540	1/8/91	REMARKS	Y	FILED
DATE	RENEW	DATE	RENEW						
7/11/97	7/11/00	1/7/01							

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MARK	REGISTRY	ISSUED	SERNO	FILEDATE	REGNO	ISSUEDATE	REMARKS	LITR	FILED
ALLEN'S SHRINK-IT	FED	Y	74771,393	3/16/92	1,812,021	1/4/94	REMARKS	Y	FILED
DATE	RENEW	DATE	RENEW						
1/4/00	7/8/03	1/4/04							

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MARK	REGISTRY	ISSUED	SERNO	FILEDATE	REGNO	ISSUEDATE	REMARKS	LITR	FILED
ALLEN'S STOP FRAYING	FED	Y	74062,701	5/25/90	1,644,157	3/14/91	REMARKS	Y	FILED
DATE	RENEW	DATE	RENEW						
5/13/97	10/14/00	5/13/01							

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MARK	REGISTRY	ISSUED	SERNO	FILEDATE	REGNO	ISSUEDATE	REMARKS	LITR	FILED

Page 3

5/20/97

Client - US TradeMarks

COMPANY ARTIS  
P.O.C. TONY

HERSHMAN

PHONE 1 & 7 803-688-7339

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MARK	REGISTRY	ISSUED	SENO	FILEDATE	REGNO	ISSUEDATE	REMARKS	FILED
SATIN SHEEN	PED	N	73463,696	7/29/94		6/19/94	REMARKS	FILED 8 15

DATE 8 15 REMONRENE3 DATE 8 15

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MARK	REGISTRY	ISSUED	SENO	FILEDATE	REGNO	ISSUEDATE	REMARKS	FILED
TRICE AS TACKY	PED	Y	74492,744	7/6/95	1,301,323	6/19/94	REMARKS	FILED 8 15

DATE 8 15 REMONRENE3 DATE 8 15

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Schedule 5a

1. Duncan Enterprises
2. Bridon Cordage, Inc.
3. Dennecrepe Corporation
4. International Flowers Imports, Inc.
5. Lamrite West, Inc., dba Darice
6. Oxmoor House, Inc.

Dua2-2.138