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Docket No.:

K0551-014



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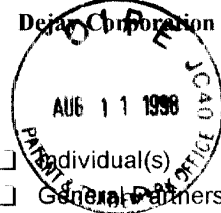
To the Honorable Commissioner of Pat.

100795419

attached original documents or copy thereof.

1. Name of conveying party(ies):

Dejar Corporation



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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 31, 1998

2. Name and address of receiving party(ies):

Name: Kaz, Inc.

Internal Address:

Street Address: 10 Columbus Circle, Suite 1620

City: New York State: NY ZIP: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

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 registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

45,078	1,885,509	1,870,566
1,697,461	1,111,658	1,857,221
1,859,143	1,729,020	1,882,845

Additional numbers attached? Yes No

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

Name: Karen R. Berry, Esq.

Internal Address: Patterson, Belknap, Webb & Tyler LLP

Street Address: 1133 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08/14/1998 DNGUYEN 00000083 1697461

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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.

Michael S. Shore, Legal Assistant

Name of Person Signing

Michael S. Shore

Signature

8/7/98

Date

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

TRADEMARK

REEL: 1768 FRAME: 0202

Recordation Form Cover Sheet
Trademarks Only - Continued

4. B. Trademark Registration No.(s)

1,989,919

2,049,726

Assignment Agreement
Dejay Corporation
1750 Hal Henard Road
Greenville, Tennessee 37743

Date: July 31, 1998

Kaz, Inc.
10 Columbus Circle, Suite 1620
New York, New York 10019
Attention: Mr. Richard Katzman

Dear Sirs:

Reference is hereby made to the Asset Purchase Agreement dated July 31, 1998, between Kaz, Inc. ("you") and Dejay Corporation ("Seller," "we" or "us") (the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Agreement.

For good and valuable consideration, including without limitation the Cash Purchase Price, the Inventory Cost and the delivery of the Agreement, which contains your covenants and agreements, the receipt and adequacy of which consideration we hereby acknowledge, we hereby irrevocably assign, transfer and convey to you in perpetuity all of our right, title and interest worldwide in and to the Intellectual Property identified on Exhibit A attached hereto, free and clear of all liens, claims and encumbrances whatsoever.

You and we acknowledge and agree that such assignment, transfer and conveyance shall include the entire goodwill of Seller connected with and symbolized by any Commercial Marks included in the Intellectual Property.

In furtherance of the foregoing, and to the extent necessary to supplement the foregoing, we shall execute any documentation in addition to this assignment agreement ("Assignment Agreement") deemed reasonably necessary or appropriate by you to facilitate registration and recordation of transfers of Intellectual Property ownership and all rights included thereunder, including, without limitation, any filings with the United States Patent and Trademark Office and the patent and trademark offices of any foreign countries, and authorize you or your assignee to do so if we fail or refuse to do so after reasonable notice. Additionally, if at any time it is discovered that

the Sale did not include any intellectual property associated with the Products, the Inventory and the Related Items, we hereby irrevocably assign, transfer and convey to you, as of the date of this Assignment Agreement, in perpetuity all of our right, title and interest worldwide in and to the same, free and clear of all liens, claims and encumbrances whatsoever. We also will cooperate with and assist you in obtaining such intellectual property associated with the Products, the Inventory and the Related Items from the then-current owner, as applicable, for no additional charge, but at your sole cost and expense.

We hereby expressly represent and warrant to you that on the date hereof (i) we own all right, title and interest in and to the Intellectual Property, free and clear of any liens, claims and encumbrances whatsoever, (ii) we have the full and exclusive right to and will assign, transfer and convey the Intellectual Property to you, and you shall acquire the Intellectual Property, free and clear of any liens, claims and encumbrances whatsoever, (iii) the assignment, transfer and conveyance of the Intellectual Property to you hereunder and your use of the same as set forth in the Agreement will not result in the infringement or violation of the rights of any other party or result in the termination or impairment of any of the Intellectual Property and (iv) our representations and warranties set forth in the Agreement are materially true, correct and complete as of the date hereof.

This Assignment Agreement shall be binding on our successors, assigns and heirs but shall inure to the benefit of you, your successors and assigns only.

This Assignment Agreement shall be governed by the laws of the state of New York, without regard to the conflicts of laws principles thereof.

Very truly yours,

Dejay Corporation,
a Tennessee corporation

By: _____

Name:

Title:

READ AND ACKNOWLEDGED:

KAZ, INC.

By:  _____

Name: Richard Katzman

Title: President

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This Assignment Agreement shall be governed by the laws of the state of New York, without regard to the conflicts of laws principles thereof.

Very truly yours,

Dejay Corporation,
a Tennessee corporation

By: 

Name:

Title: CHAIRMAN

READ AND ACKNOWLEDGED:

KAZ, INC.

By: _____

Name: Richard Katzman

Title: President

326332.3

EXHIBIT A

Trademarks

United States Trademark Registrations:

45,078	1,111,658	1,697,461	1,729,020
1,857,221	1,859,143	1,870,566	1,882,845
1,885,509	1,989,919	2,049,726	

Foreign Trademark Registration:

Canadian Reg. No. TMDA 25,929

Patents

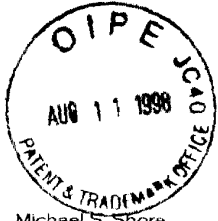
The following issued Registrations and Letters Patent, and all renewals, continued prosecutions, continuations, continuations-in-part, divisionals, substitutes, reexaminations, extensions, and reissues thereof:

United States Utility Patent:

5,487,260

United States Design Patents:

351,697	359,790	383,282
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Michael S. Shore

Legal Assistant

Patterson, Belknap, Webb & Tyler LLP

1133 Avenue of the Americas
New York, NY 10036-6710
212-336-2000

Fax
212-336-2222

Direct Line
212-336-2456

August 10, 1998

Commissioner of Patents and Trademarks
Washington, D.C. 20231-0001

Re: Dejay Corporation to Kaz, Inc. Assignment

Ladies and Gentlemen:

Enclosed for filing are the following: (1) Trademark Recordation Form Cover Sheet, accompanied by an Assignment Agreement and a check in the amount of \$290 made payable to your order as payment of the filing fees; and (2) Patent Recordation Form Cover Sheet, accompanied by an Assignment Agreement and a check in the amount of \$160 made payable to your order as payment of the filing fees. Please acknowledge receipt of the enclosures by stamping and returning the stamped, self-addressed postcards enclosed for such purpose. If you have any questions, please contact us. Thank you.

Sincerely,

Michael S. Shore
Legal Assistant

Enclosures

cc: John P. Schmitt, Esq. (w/enc.)

CERTIFICATE OF MAILING BY "EXPRESS MAIL"
"Express Mail" mailing label number: EH835610517US

I hereby certify that this correspondence and fee are addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231-0001, and are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service on August 11, 1998.

Michael S. Shore

TRADEMARK