

08-21-1998

Docket No.:

K0551-001

Tab settings

8-13-98



100798450

attached original documents or copy thereof.

1. Name of conveying party(ies):

Bruder Healthcare Company



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

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

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: **10019**

- 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

3. Nature of conveyance:

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

Execution Date: **December 10, 1997**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,865,699

1,913,166

Additional numbers attached? Yes No

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

Name: **Michael S. Shore, Legal Assistant**

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:

2

7. Total fee (37 CFR 3.41):\$ **\$65.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number

DO NOT USE THIS SPACE

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01 FC:481
02 FC:482

40.00 OP
25.00 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

Signature

August 10, 1998

Date

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



REF: 1771 ERAM 0541

Assignment Agreement
BRUDER HEALTHCARE COMPANY
1395 South Marietta Parkway
Building 600
Marietta, Georgia 30067

Date: December 10, 1997

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

Dear Sirs:

Reference is hereby made to the Purchase and License Agreement dated December 10, 1997, among Kaz, Inc., Rual Mfg. Company, Inc. (together with Kaz, Inc., "you"), Bruder Healthcare Company ("Seller", "we" or "us") and Mark H. Bruder (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 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 Schedule 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 deemed 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 Office and the patent offices of any foreign countries, and authorize you or your assignee to do so if we fail or refuse to do so. 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 shall irrevocably assign, transfer and convey to you 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, or will cooperate with and assist you in obtaining the same from the then-current owner, as applicable, for no additional charge.

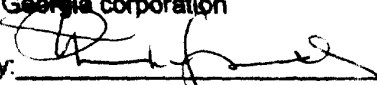
We hereby expressly represent and warrant to you that on the date hereof (i) we own all right, title and interest in and to the Intellectual Property, free and clear of any liens, claims and encumbrances whatsoever, (ii) we have the full and exclusive right to and will assign, transfer and convey the 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 true, correct and complete as of the date hereof.

This assignment agreement (the "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,

BRUDER HEALTHCARE COMPANY,
a Georgia corporation

By: 
Name: Mark H. Bruder
Title: President

READ AND ACKNOWLEDGED:

KAZ, INC.

By: _____
Name: Richard Katzman
Title: President

RUAL MFG. COMPANY, INC.

By: _____
Name: Richard Katzman
Title: President

267459.2

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,

BRUDER HEALTHCARE COMPANY,
a Georgia corporation

By: _____
Name: Mark H. Bruder
Title: President

READ AND ACKNOWLEDGED:

KAZ, INC.

By: _____
Name: Richard Katzman
Title: President

RUAL MFG. COMPANY, INC.

By: _____
Name: Richard Katzman
Title: President

Schedule C -- Intellectual Property

Trademarks - Dunlap, Neocold, and My Baby and Me

Copyrighted sales literature and packaging

Database for pricing, customers, products inclusive -- as delivered to Buyer