

09-16-1998

U.S. Department of Commerce
Patent and Trademark Office

SHEET
Y

9-14-98



100830289

To the Honorable Commissioner of Patents

100830289 original documents or copy thereof.

1. Name of conveying party(ies):

FULCRUM BRANDS, L.P

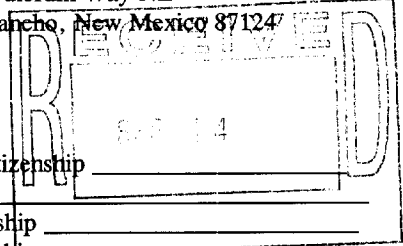
Individual(s) Association
 General Partnership Limited Partnership
 Corporation (Delaware)
 Other _____

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

2. Name and Address of receiving party(ies)

Name: FULCRUM DIRECT, INC.

Address: 4321 Fulcrum Way NE
Rio Rancho, New Mexico 87124



Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation (State - Delaware)
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 2, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,089,366
1,435,045

Additional numbers attached? Yes No

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

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 2

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

Any deficiency is authorized to be charged to
Deposit Account No. 111098.

8. Deposit Account No. 111098

(Attach duplicate copy of this page if paying by deposit account)

09/16/1998 INQUIRY 00000123 2089366

01 FC:481
02 FC:482

10.00 OP
25.00 OP

DO NOT USE THIS SPACE

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.

HAYLEY M. SMITH

Name of Person Signing

Hayley M. Smith

Signature

9/11/98

Date

Total number of pages including cover sheet, attachments, and document: 8

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

TRADEMARK
REEL: 1787 FRAME: 0662

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 2nd day of September 1998, ("Effective Date"), by and between FULCRUM BRANDS L.P., a limited partnership organized under the laws of the State of Delaware with its principal office at 4321 Fulcrum Way NE, Rio Rancho, New Mexico, 87124, U.S.A. ("Assignor"), and Fulcrum Direct, Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 4321 Fulcrum Way NE, Rio Rancho, New Mexico, 87124, U.S.A.

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign the entire right, title and interest in and to those United States trademarks identified and set forth on Schedule A, including, without limitation, all registrations and applications therefor, and those foreign trademarks identified and set forth on Schedule B, including, without limitation, all registrations and applications therefor (all of the foregoing collectively referred to herein as the "Marks").

NOW, THEREFORE, for ten United States dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, subject to any prior security interest granted by Assignor to IBJ Schroeder Business Credit Corporation, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of

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Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the United States. Assignor also authorizes and requests the proper authorities to record Assignee as the assignee and owner of the Marks in all foreign countries.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 2nd day of September, 1998.

FULCRUM BRANDS, L.P.

By: SAB, Inc., as a General Partner of
Fulcrum Brands, L.P.

By: 

Name: Scott A. Budoff

Title: President

FULCRUM DIRECT, INC.

*PBS Management Advisors, Inc.
Chief Restructuring Officer*

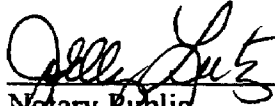
By: 

Name: Richard Sebastian

Title: President

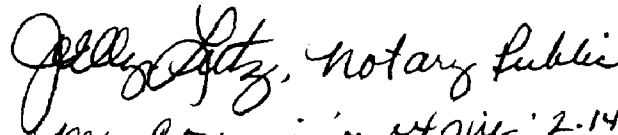
STATE OF New Mexico)
COUNTY OF SANDOVAL) ss.:

On this 2nd day of September 1998, there appeared before me SCOTT A. Budoff, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Fulcrum Brands L.P.


Notary Public
my Commission expires: 2-14-2001

STATE OF New Mexico)
COUNTY OF SANDOVAL) ss.:

On this 2nd day of September, 1998, there appeared before me Richard Sebastiao, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Fulcrum Direct Inc.


my Commission expires: 2-14-2001

SCHEDULE A TO TRADEMARK ASSIGNMENT

U.S. TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
AFTER THE STORK	2,089,366	August 19, 1997
AFTER THE STORK	1,435,045	March 31, 1987

U.S. TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	FILING DATE
THE STORK	75/165,175 (application abandoned)	May 1, 1997

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SCHEDULE B TO TRADEMARK ASSIGNMENT

CANADIAN TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
AFTER THE STORK	482,725	September 22, 1997
THE STORK	484,264	October 20, 1997

CANADIAN TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	FILING DATE
ZOE	0860234	October 31, 1997

KIRKLAND & ELLIS

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

Citicorp Center
153 East 53rd Street
New York, New York 10022-4675

Hayley M. Smith
To Call Writer Direct:
212 446-4727

212 446-4800

Facsimile:
212 446-4900

September 11, 1998

Commissioner of Patents
and Trademarks
BOX ASSIGNMENT
Washington, D.C. 20231

Re: Trademark Assignment between Fulcrum Brands, L.P.
and Fulcrum Direct, Inc.
Our ref. 36001-10

Dear Sir/Madam:

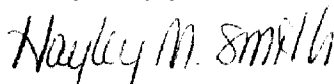
Enclosed for recordation is a Trademark Assignment between the above-referenced entities with respect to the trademarks listed on the attached Recordation Cover Sheet.

We have enclosed a check in the amount of \$65.00 as payment of the required fee. Any additional fees should be charged to and/or any overpayments should be credited to Deposit Account 11-1098.

Kindly date stamp the enclosed self-addressed stamped postcard to confirm receipt of this package.

Please direct any communications in connection with this matter to the undersigned.

Very truly yours,



Hayley M. Smith
Legal Assistant to Lisa A. Samenfeld

Enclosures

cc: Lisa A. Samenfeld, Esq. (w/encl.)
Sulee J. Clay, Esq. (w/encl.)
Sharon S. Park, Esq. (w/encl.)
Lena Mandel, Esq. (w/encl.)

INFUL-DIRLIQUIDIPASSIGNLT.PTO

Chicago

London

Los Angeles

New York

RECORDED: 09/14/1998

TRADEMARK
REEL: 1787 FRAME: 0669