

11-05-1998

FORM PTO-1594
1-31-92



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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Tab settings 000
To the Honorable Commissioner

100869595

Attached original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rpt Dt. #33

1. Name of conveying party(ies):
Katzkin Leather, Inc.
Katzkin Installations, Inc.

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

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

Name and address of receiving party(ies):
Name: Katzkin Acquisition Corp.

Internal Address: _____

Street Address: c/o FCP Investors V, L.P.
100 N. Tampa Street

City Tampa State Florida ZIP 33602

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 6, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,988,029

Additional numbers attached? Yes No

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

Name: Peter D. Murray, Esq.

Internal Address: _____

Street Address: Cooper & Dunham
1185 Avenue of the Americas
City: New York State: NY ZIP 10036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3125
 (Attach duplicate copy of this page if paying by deposit account)

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.

Peter D. Murray *Peter D. Murray* 10/8/98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

11/04/1998 DNGUYEN 00000094 1988029

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40.00 DP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 1808 FRAME: 0328

ASSIGNMENT OF INTELLECTUAL PROPERTY

KATZKIN LEATHER, INC., a California corporation ("**KLC**") and **KATZKIN INSTALLATIONS, INC.**, a California corporation ("**KIC**"; and together with KLC, the "**Assignors**"), are the owners of certain federally registered and common law trademarks and servicemarks (as well as certain tradenames) and certain copyrightable and copyrighted works, and further are the owners of a multitude of trade secrets and know-how associated with their business, some but not all of which assets are set forth on Schedule I hereto.

KATZKIN ACQUISITION CORP., a Delaware corporation, having its principal place of business c/o FCP Investors V, L.P., 100 N. Tampa Street, Suite 2410, Tampa, FL 33602 (the "**Assignee**"), is desirous of acquiring, and the Assignors are desirous of transferring and assigning to the Assignee, all of the Assignors' rights, title and interest in and to the Intellectual Property (as defined below), together with any and all goodwill that is associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Assignors hereby agree as follows:

1. The Assignors hereby assign to the Assignee all of their worldwide rights, title and interest in and to the registered and common law trademarks, servicemarks and tradenames (collectively, the "**Trademark Rights**"), together with all of the goodwill of the business associated with the use of and symbolized by the Trademark Rights, in all countries of the world; and together with all claims that could have been asserted by the Assignors for damages by reason of past infringement by third parties of any of the Trademark Rights prior to the date hereof, with the same right to sue for, and collect the same for the Assignee's own use and benefit and for the use and benefit of its successors, assigns and/or its other legal representatives. The Assignors hereby agree to execute such instruments as Assignee reasonably deems necessary or desirable to vest in the Assignee sole ownership and all exclusive rights, title and interest in and to the Trademark Rights set forth on Schedule I hereto and to enable the Assignee to record such assignment of rights in any and all countries around the world.

2. The Assignors hereby assign to the Assignee all of their worldwide rights, title and interest in and to any copyrightable works, and copyrighted works (excluding any of their rights, title and interest in and to generally available computer programming and related software not assignable in accordance with its terms), whether registered or not (collectively, the "**Copyright Rights**"), together with all claims that could have been asserted by the Assignors for damages by reason of past infringement by third parties of any Copyright Rights prior to the date hereof, with the same right to sue for, and collect the same for the Assignee's own use and benefit and for the use and benefit of its successors, assigns and/or its other legal representatives. The Assignors hereby agree to execute such instruments as the Assignee reasonably deems necessary or desirable to vest

in the Assignee sole ownership and all exclusive rights, title and interest in and to the Copyright Rights and to enable the Assignee to record such assignment of rights in any and all countries around the world.

3. The Assignors hereby assign to the Assignee all rights, title and interest in and to their trade secrets, confidential business information and know-how used in the engineering, manufacturing, sale and service of any and all of their products (collectively, the "Trade Secret Rights"). The Trade Secret Rights, include, but are not limited to, all trade secrets, confidential business information and know-how associated with the Assignors' business of developing, manufacturing, marketing, selling and distributing ready-to-install aftermarket auto interiors. The Trade Secret Rights are not separately set forth on Schedule I hereto.

4. The Assignors warrant that they are the lawful owners of all rights, title and interest in and to the Trademark Rights, Copyright Rights and Trade Secret Rights (collectively, the "Intellectual Property"), and that all of the Intellectual Property is and remains unencumbered, that no licenses have been granted on such property and that the Assignors have the full right to make this Assignment.

5. The Assignors will communicate through their directors, officers and/or employees to the Assignee, or the Assignee's representatives or assigns, any facts known to the Assignors relating to the Intellectual Property, and will, upon request, but without expense to the Assignors, testify in any legal proceedings, sign all lawful papers, execute any declarations and/or extension applications, make all rightful oaths, execute any other forms of assignment for recordation of any and all facets of the same in any country and generally do all other and further lawful acts deemed reasonably necessary or expedient by Assignee or by counsel for the Assignee, to assist and/or to enable the Assignee to obtain and enforce the full benefits of the Intellectual Property and the interests assigned therewith. The Assignment will inure to the benefit of the successors, assigns and any other legal representatives of the Assignee.

6. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of California, except to the extent that state law is preempted by appropriate federal law.

7. The Assignors hereby grant to the law offices of O'Sullivan Graev & Karabell, LLP, of New York City, New York, U.S.A., and its agents, the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation before the trademark and/or copyright offices of any country in the world.

IN WITNESS WHEREOF, the Assignors have duly executed this Assignment of Intellectual Property as of the 6th day of October, 1998.

KATZKIN LEATHER, INC.

By: [Signature]
Name: Mitchell Katz
Title: PRESIDENT

KATZKIN INSTALLATIONS, INC.

By: [Signature]
Name: Mitchell Katz.
Title: PRESIDENT

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 6th day of October, 1998, before me personally came Mitchell Katz, who stated that he is the President of each of KATZKIN LEATHER, INC., a California corporation and KATZKIN INSTALLATIONS, INC., a California corporation, and acknowledged that he executed the above instrument as the act of each of KATZKIN LEATHER, INC. and KATZKIN INSTALLATIONS, INC. for the purpose therein set forth.

[Signature]
NOTARY PUBLIC

My commission expires:

AUGUSTA PETERSON
NOTARY PUBLIC, State of New York
No. 01PE4999442
Qualified in Queens County
Commission Expires July 20, 2000

Schedule I

1. Trademarks:

KLC: Registration No. 1,988,029 registered with the United States Patent and Trademark Office on July 23, 1996

2. Tradenames:

KLI: Katzkin Leather Interiors, Inc.
Katzkin Leather Company
Katzkin

KII: Katzkin Seattle

TLC: TLC