

12-22-1998

Docket No.:



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Tab settings

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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party:  
NOM.

12-02-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #34

NOMA INC.

- Individual(s)
- General Partnership
- Corporation-State **Ontario, Canada**
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date **November 16, 1998**

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

Name: **Inliten, L.L.C.**

Internal Address:

Street Address: **181 Waukegan Road**

City: **Northfield** State: **IL** ZIP: **60693**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **Illinois**

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

74/711,529

B. Trademark Registration No.(s)

Additional numbers  Yes  No

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

Name: **David B. Kirschstein, Esq.**

Internal Address: **Kirschstein, Ottinger, et al**

Street Address: **489 Fifth Avenue, 17th Floor**

City: **New York** State: **NY** ZIP: **10017**

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

12/21/1998 DNGUYEN 00000136 74711529

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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.

**DAVID B. KIRSCHSTEIN**

Name of Person Signing

Signature

**November 30, 1998**

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 1829 FRAME: 0612

## ASSIGNMENT OF TRADEMARK

**THIS ASSIGNMENT** is made as of 16th day of November, 1998.

**B E T W E E N:**

**NOMA INC.**, a corporation  
incorporated under the laws of Ontario

(The "Assignor")

of the First Part

-and-

**INLITEN, LLC.**, a corporation incorporated under  
the laws of the State of Illinois

(the "Assignee")

of the Second Part

**WHEREAS** the Assignor is the owner of the trademark **SOFT GLOW** (the "Trademark") which is subject of application Serial No. 74/711,529 filed August 4, 1995 in the United States Patent and Trademark Office (the "Application").

**AND WHEREAS** by the asset purchase agreement made as of the 13<sup>th</sup> August, 1997 (the "Purchase Agreement"), the Assignee purchased the assets relating to the Assignor's U.S. Christmas Lights and Ornaments business including the aforesaid Trademark and Application.

**AND WHEREAS** the Assignor wishes to assign absolutely all of its right, title and interest in said Trademark and Application to the Assignee.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the payment of the sum of One Dollar (\$1.00) now paid by Assignee to the Assignor and to the payment of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. The undersigned Assignor, the full post office address of whose principal place of business is 4100 Yonge Street, Suite 502, Toronto, Ontario, M2P 2B5, does hereby grant, assign and convey, absolutely, to and in favor of the Assignee, a corporation incorporated under the laws of Illinois, the full post office address of whose principal office or place of business is 181 Waukegan Drive, Suite 205, Northfield, Illinois, 60093, all the right, title and interest, including all goodwill arising therefrom, in and to the Trademark and Application.

2. The Assignee appoints Kirschstein, Ottinger, Israel & Schiffniller, P.C. whose full post office address in the United States is 551 Fifth Avenue, New York, NY 10176-0024 as the firm to which any notice in respect of this Assignment or any application or registration may be sent and on which service of any proceedings in respect of the Assignment or any application or registration may be given or served with the same effect as if they had been given to or served on the Assignee, applicant or registrant.

2. The Assignor covenants, represents and warrants as follows:

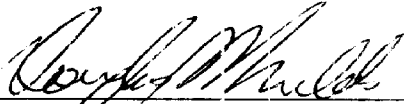
- a. that it has good title to the Trademark and that the Trademark are being assigned to the Assignee free and clear of all hypothecations, pledges, charges, mortgages, liens or other incumbrances;
- b. that it is the owner of and has the sole and exclusive right to use the Trademark in the United States for the wares outlined in the registration and that it has not granted any licences or other rights to use the Trademark to any other person, firm or corporation;
- c. that to the best of the knowledge of the Assignor, no third party has made any claim to Trademark or to the use of the Trademark in Canada;
- d. that no third party has raised any notice of objection to the Assignor's use of the Trademark in the U.S.A.
- e. that there is no suit, claim, action or cause of action, threatened or commenced, relating to the Trademark of this agreement and the Assignment of the Trademark.

4. The covenants, representations and warranties set out in Section 3 of this Agreement are in addition to those set out in the Purchase Agreement all of which shall survive the execution of this Agreement and the Assignment of said Trademark and Application.

5. The Assignor covenants and agrees that following the assignment of said Trademark and Application, it will provide such further and other assurances and do and perform such further and other acts as may be required to carry out the intent of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Illinois.

IT WITNESS WHEREOF this Agreement is made as of the 16th day of November, 1998.

NOMA INC.

Per:   
Authorized Signing Officer

INLITEN, LLC.

Per:   
Authorized Signing Officer