

03-30-1999

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To the Honorable Commissioner of P:

ned original documents or copy thereof.

1. Name of conveying party(ies):
 Special Product Company
 5750 W. 95th Street
 Suite 120
 Overland Park, KS 66207

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

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

2. Name and address of receiving party(ies):
 Name: SPC Acquisition Corp.
 Internal Address: Suite 525
 Street Address: 8500 W. 110th Street
 City Overland Park State KS ZIP 66207

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
 (Designation 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: March 19, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark registration No.(s)

Additional numbers attached? Yes No

2,210,816 2,210,817

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Pamela A. Allen
 Internal Address: King & Spalding
191 Peachtree Street
 Street Address: _____
 City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): _____ \$ 65.00
 Enclosed Adding \$120.00 expedited fee
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (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.

Pamela A. Allen Pamela A. Allen 3/25/99
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 155

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

Do not detach this portion

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

SCHEDULE A

REGISTERED U.S. TRADEMARKS

<u>REGISTRATION NO.</u>	<u>DATE</u>	<u>MARK</u>
2,210,816	12/15/98	SPC
2,210,817	12/15/98	SPC and Design

TRADEMARK DEED OF ASSIGNMENT

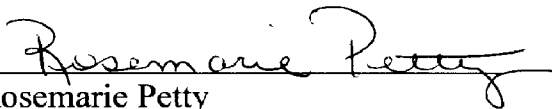
WHEREAS, SPECIAL PRODUCT COMPANY ("Assignor"), a Kansas corporation, has a proprietary interest in the marks (and trade names) identified in Schedule A attached hereto, together with the common law rights therein (collectively "Marks"), as well as the goodwill of the business related to the Marks; and

WHEREAS, SPC ACQUISITION CORP. ("Assignee"), a Delaware corporation, is desirous of acquiring Assignor's proprietary interest in the Marks in connection with the business of the Assignor as well as the goodwill of the business relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incident to the Purchase and Sale Agreement dated March 19, 1999 by and among Assignor, Assignee, Special Product Company Holding Corp., a Delaware corporation, D'Peziem, Inc., a Missouri corporation, Windsor Technology, Inc., a Missouri corporation, and the Shareholders named therein (the "Purchase Agreement"), Assignor hereby assigns, transfers, conveys, and sells to Assignee all of Assignor's rights, title, and interest throughout the world in and to the Marks, and the goodwill of the business related thereto, together with any registrations that relate thereto, and together with all causes of action and the right to recover for past infringements thereof and all intangible property rights, including but not limited to inventions, discoveries, trade secrets, processes, formulas, know-how, United States and foreign patents, patent applications, trade names, copyrights, copyright registrations, owned or, where not owned, used by the Assignor in its business, or rights to any "know-how" or disclosure or use of ideas, and all patents and patent applications presently held in the name of or assigned to the Assignor, or its affiliates, relating to inventions discovered by employees of the Assignor and used or useful in the Business (collectively, the "Intangible Property").

Dated: March 19, 1999

SPECIAL PRODUCT COMPANY,
a Kansas corporation

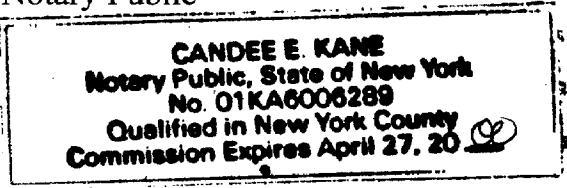
By: 
Rosemarie Petty
President

ACKNOWLEDGMENT OF DEED OF ASSIGNMENT

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

I, CANDEE E. KANE a Notary Public, do hereby certify that on this 19th day of March, 1999, personally appeared before me Rosemarie Petty who being by me first duly sworn declared that she is the President of Special Product Company, that she signed the foregoing document as President of the Company, and that the statements therein contained are true.

Candee E. Kane
Notary Public



My Commission Expires:

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