

RECORDS
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collective

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MRD 2/18/99

1. Name of conveying party(ies):

The Texwipe Company
650 East Crescent Avenue
P.O. Box 575
Upper Saddle River, New Jersey 07458

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of New Jersey
- Other

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

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

Name: The Texwipe Company LLC
Internal Address: P.O. Box 575
Street Address: 650 East Crescent Avenue
City: Upper Saddle River State: New Jersey ZIP: 07458

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

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) and address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other - Corrective Assignment to replace document PTO recorded at Reel/Frame: 1430/0721.

Execution Date: January 1, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,014,859

Additional numbers attached? Yes No

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

Name: Robert W. Smith, Esq.
Internal Address: McCarter & English, LLP
4 Gateway Center
Street Address: 100 Mulberry Street
City: Newark State: NJ ZIP: 07101

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:
Not Applicable
(Attach duplicate copy of this page if paying by deposit account)

02/19/1999 JSHABAZZ 00000273 2014859

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40.00 OP

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9. Statement and Signature.

To the best of your knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert W. Smith
Name of Person Signing

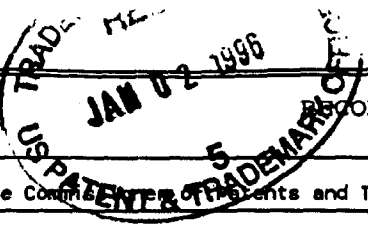
Signature

February 17, 1999
Date

Total number of pages comprising cover sheet: 17

1550-482

FORM PTO-1594
(Rev. 6-93)



01-24-1996

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

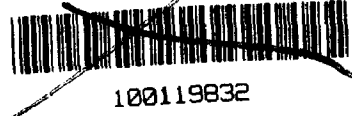
1. Name of conveying party(ies)

The Texwipe Company

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

MEG 1-2-96

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



Name: The Texwipe Company LLC
Internal Address: 650 East Crescent Avenue
Upper Saddle River, NJ 07458

Street Address: 650 East Crescent Avenue

City: Upper Saddle River State: NJ Zip: 07458

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

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
- Merger
- Change of Name
- Other

Execution Date: 28 December 1995

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Gregor N. Neff, Esq.
Internal Address: Curtis, Morris & Safford

Street Address: 530 Fifth Avenue

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved 63

7. Total fee (37 CFR 3.41) \$ 1,590.00
 Check #36268 Enclosed
 Authorized to be charged to deposit account #03-3925

8. Deposit account number: 03-3925
(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.

Gregor N. Neff

January 2, 1996

Name of Person Signing

Signature

Date

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

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

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Washington, D.C. 20231

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ASSIGNMENT

WHEREAS, The Texwipe Company, a New Jersey Corporation, located at 650 East Crescent Avenue, P.O. Box 575, Upper Saddle River, New Jersey, 07458 ("Assignor"), has been using the service marks and trademarks set forth in Schedule 1 (the "Marks") and is the record owner of the registrations and applications also set forth in Schedule 1 (the "Registrations and Applications"); and

WHEREAS, The Texwipe Company LLC, a Delaware Limited Liability Company, located at 650 East Crescent Avenue, P.O. Box 575, Upper Saddle River, New Jersey, 07458 ("Assignee"), and which is the successor to the business of Assignor, is desirous of acquiring all title, rights and interest in and to said Marks, Registrations and Applications, together with the good will of the business;

NOW, THEREFORE, Assignor does hereby, without reservation:

1. Assign unto Assignee all rights, title and interest in and to the Marks, Registrations and Applications, together with the good will appurtenant thereto; and

2. Binds its legal representatives, as well as itself, to do, upon Assignee's request and at its expense, but without additional consideration to Assignor or its legal representatives, all acts reasonably serving to assure that the said Marks, Registrations and Applications shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor or Assignor's legal representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents, including

petitions, oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said Marks, Registrations and Applications or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor's control or in the control of Assignor's legal representatives and which may be useful for establishing the facts of the use of said Marks.

The effective date of this Assignment is January 1, 1996.

The Texwipe Company

By: Frank P. Morelli
Frank P. Morelli
Title: Senior Vice President and
Chief Financial Officer

State of New Jersey))
County of Bergen) ss.:

On this 28th day of December, 1995 before me appeared Frank P. Morelli, to me known and known to me to be Senior Vice President and Chief Financial Officer of The Texwipe Company, the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

John Kandravy
Notary Public
JOHN KANDRAVY
(Official Seal)
AN ATTORNEY-AT-LAW OF
NEW JERSEY

SCHEDULE 1

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

1. REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Int'l Class(es)</u>
TEXWIPE	879,072	21
TEXSLEEVE	1,450,877	21
MICRO DUSTER	1,157,347	21
TEXWAND	1,115,962	8
TEXPADS	1,115,120	3
CLEARVIEW	1,124,822	3
INKOFF	1,375,391	3
PHONE-WIPE	1,228,810	5
TECHNI-CLOTH	1,183,003	21
OPTIC-PAD	1,478,202	3
ACCU-DUSTER	1,461,579	3
STYLIZED LETTER T	1,275,691	3&21
TEXTAPE	1,247,776	21
TEXBOND	1,244,516	21
MIRACLEWIPE	1,373,855	
ALCO-PAD	1,270,484	3
ALPHA-WIPES	1,449,770	21
READ RIGHT RR (Stylized)	1,500,090	3&21
CLEAN & SAFE	1,454,839	5
TEXSWABS	1,450,878	21
WET & DRY (+ Design)	1,578,391	3
INDICATORWIPE	1,744,075	3
GLAREKLEEN	1,726,892	3

SCHEDULE 1

<u>Mark</u>	<u>Registration Number</u>	<u>Int'l Class(es)</u>
ENGINEERED FABRICS	1,702,519	21
PATHKLEEN	1,739,825	16
CLEANPATH	1,739,826	16
CLEANTIPS	1,742,648	3
FABWIPE	1,815,632	3
ONE-STEP (Supp.Reg)	1,487,989	3
ONE-STEP (Princ. Reg.)	1,870,957	3
TEXSPRAY	1,911,041	5
TEXSCRUB	1,894,813	5

2. APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Int'l Class(es)</u>
TEXWIPE	75/000,948	3
TEXWIPE	75/000,364	5
TEXWIPE	75/000,734	16
TEXWIPE	75/000,735	21
PHONE-WIPE	75/000,737	5
WET & DRY (+ Design)	74/642,796	3
TEXCARE	74/538,184	
GLARE STOP	75/538,186	
QUANTUM	74/573,520	21
EMULSICLEAN	74/642,759	3
OMNICONCENTRATE	74/642,760	3
MARKER-WIPE	74/642,761	3
HYDROFOAM	74/642,664	3
CLEANFOAM	74/642,665	3
CLEANTEX	74/645,109	3

SCHEDULE 1

<u>Mark</u>	<u>Serial Number</u>	<u>Int'l Class(es)</u>
CLEANTERP	74/642,762	3
GREASEFREE	74/645,112	3
TEXSQUARES	74/645,113	3
JETKLEEN	74/573,306	3
TRACKBALL- KLEEN	74/573,307	3
THERMAL- KLEEN	74/573,378	21
TONERKLEEN	74/573,519	3
TX	75/000,365	3
TX	75/000,366	5
TX	75/000,128	16
TX	75/000,129	21
ALPHA		21
ALPHASORB	75/014,693	21
ALPHALITE	75/000,367	21
BAG-WITHIN-A-BAG	75/000,736	21
HONEYCOMB	75/014,655	21

SCHEDULE 1

<u>Mark</u>	<u>Serial Number</u>	<u>Int'l Class(es)</u>
TEXWIPE (Philippines)		3,5,16&21
TEXWIPE (Indonesia)		3,5,16&21
TEXWIPE (India)		3,5,16&21

OTHER MARKS

Mark
DISCOVER
(+ Design)
TEXSLEEVE
STATICSMOCK
INK-OFF
COMPUDUSTER
BIO-CARE
FABWIPE
(Stylized)
BIO-KLEEN
BLUEWIPES
OFFICE-WIPES
BIO-SAFE
POLAR-KLEEN
ACETONEPAD
FACEWIPE
READY-WIPES
SONICCLEAN
PURPLE COLOR AND
TRADDRESS
FOR READ/RIGHT
PRODUCTS