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COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

16-581 (7)w

1. Name of conveying party(ies):

Ernest & Young, Inc. (Receiver/Manager of Erie Equipment Inc.)

- Individual(s), General Partnership, Corporation-State Canadian, Other

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

3. Nature of conveyance:

- Assignment NUNC PRO TUNC, Security Agreement, Other October 18, 1994

Execution Date: January 5, 1999

2. Name and address of receiving party(ies)

Name: New Form Manufacturing Co. Ltd.

Internal Address: P.O. Box 39

Street Address: 37 Pacific Avenue

City: Milverton State: Ontario, Canada ZIP: NOKIMO

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Canadian, 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

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

A. Trademark Application No.(s)

01/26/1999 SBURNS 00000079 1734855

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B. Trademark Registration No.(s)

Reg. No. 1,734,855 - LIFESTYLES

Additional numbers attached? Yes No

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

Name: Floyd A. Gibson, Esq. ALSTON & BIRD LLP Internal Address: P.O. Drawer 34009

Street Address: 1211 E. Morehead St.

City: Charlotte State: NC ZIP: 28234

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

If additional fees are needed please use

8. Deposit account number:

16-0605

(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.

Floyd A. Gibson Name of Person Signing

[Signature] Signature

Jan. 19, 1999 Date

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNMENT OF REGISTERED TRADEMARK

THIS AGREEMENT dated the 5TH day of January, 1994.

BETWEEN:

ERNST & YOUNG INC.,
Solely in its capacity as Receiver and Manager
of all the assets, property and undertaking of
Erie Equipment Inc.

(Hereinafter referred to as "E&Y")

OF THE FIRST PART

NEW FORM MANUFACTURING CO. LTD.

(Hereinafter referred to as "New Form")

OF THE SECOND PART

WHEREAS Erie Equipment Inc. (hereinafter referred to as "Erie") was the registered owner of the following Trademark:

| | |
|-------------------|-------------------|
| Trademark: | LIFESTYLES |
| Registration No.: | 1,734,855 |
| Registered: | November 24, 1992 |
| Int. Class: | 20 (Furniture) |

AND WHEREAS Royal Bank of Canada (hereinafter referred to as "RBC") held a General Security Agreement and a Security Agreement (Accounts Receivable) each dated July 13, 1993 (collectively referred to as the "Security") given by Erie.

AND WHEREAS Erie was in default of its obligations under the Security and RBC appointed E&Y as Receiver and Manager with respect to the assets, property and undertaking of Erie pursuant to the terms of the Security.

AND WHEREAS E&Y, solely in its capacity as Receiver and Manager of all the assets, property and undertaking of Erie, entered into an agreement of purchase and sale on October 18, 1994 with New Form Manufacturing Co. Ltd. (hereinafter referred to as "New Form"), for the sale of all property, assets and undertaking of Erie, including inventory, equipment, order backlogs, accounts receivable, trademarks and tradenames.

doc.#155201.3

**TRADEMARK
REEL: 1845 FRAME: 0882**

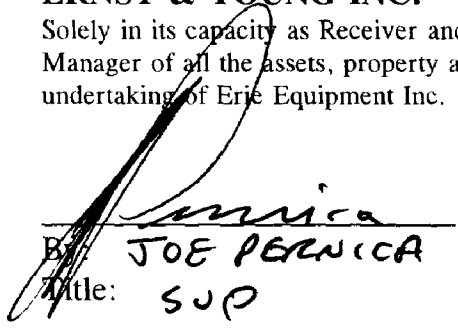
NOW THIS INDENTURE WITNESSETH that, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. E&Y, solely in its capacity as Receiver and Manager of all the assets, property and undertaking of Erie, doth sell, assign, transfer and set over unto New Form, its successors and assigns, all of its rights, title and interest in and to the trademark as herein described, in association with all the wares covered by such registration, including any goodwill of the business appurtenant to and symbolized by said trademark, and all rights of action against third parties for past infringement thereof; and
2. E&Y, solely in its capacity as Receiver and Manager of all the assets, property and undertaking of Erie, makes no representation and offers no warranties to and for the benefit of New Form, its successors and assigns, with respect to its right, title and interest to the Trademark described herein and its ability to transfer such right, title and interest (if any) to New Form, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment the day and year first written above.

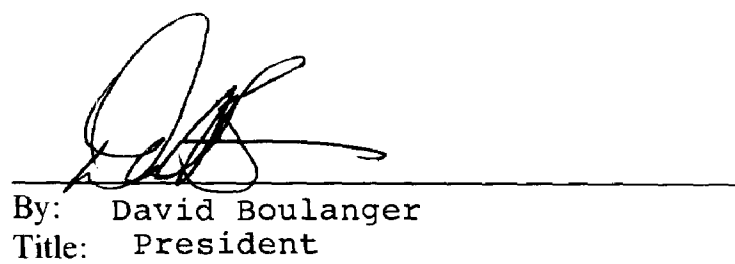
ERNST & YOUNG INC.

Solely in its capacity as Receiver and
Manager of all the assets, property and
undertaking of Erie Equipment Inc.



By: **JOE PERNICA**
Title: **SVP**

NEW FORM MANUFACTURING CO. LTD.



By: **David Boulanger**
Title: **President**