

FORM PTO-1594
1-31-92

NRD
1-22-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Express Mail No. *D 5*

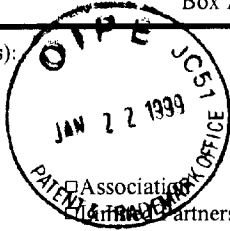
01-29-1999



100952879

To the Honorable Commissioner of Patents and Trademarks. Please record the attached
Box Assignment, Washington, DC 20231

1. Name of conveying party(ies):
Rickel Home Centers, Inc.
 Individual(s)
 General Partnership
 Corporation-Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No



2. Name and address of receiving party(ies):
Name: LRF Slater Companies, Inc.
Internal Address: _____
Street Address: 301 South Livingston Avenue
City Livingston State New Jersey ZIP 07030

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-New Jersey _____
 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: September 23, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark registration No.(s) SEE ATTACHED SCHEDULE A
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
PENNIE & EDMONDS LLP
1667 K Street, N.W.
Washington, D.C. 20006
Attn.: Carol M. Wilhelm, Esq.
File No.: 2376-011-999

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41):.....\$ 615.00
Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

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.
William G Pecau _____ January 22, 1999
Name of Person Signing Reg. No. Signature Date

Total number of pages comprising cover sheet: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment
Washington, D.C. 20231

01/28/1999 SMURNS 00000072 161150 1119470
01 FC:481 40.00 CH
02 FC:482 575.00 CH



SCHEDULE A

TRADEMARK	REG. NO.
PAINT & WEAR	1,119,470
HOME VALUE CARD	2,080,698
DR. WALLY & Design	1,862,928
DR. WALLY	1,842,187
CHANNEL JR	1,847,973
MR. BAGLY	1,168,443
ALL IN ONE	1,179,672
RICKEY RICKEL	660,693
PAINT & WASH	1,119,471
C & Design	1,737,382
YOUR NEIGHBORHOOD HOME CENTER	1,767,745
ERNIE GARDENER'S AMERICA'S CHOICE	1,691,048
RICKEL	1,315,158
GUARDSMAN	1,304,701
SHINE TASTICK & Design	1,291,051
GREEN N' GRO	1,223,041
CHANNEL HOME CENTERS	1,289,413
CHANNEL	1,135,339
CHANNEL	1,110,406
CHANNEL	1,117,030
MR. INSIDE	1,106,939
WEATHERGUARD	1,109,036
EASY-TEX	1,106,938
MR. OUTSIDE	1,106,937

NY2 - 922240.1

TRADEMARK
REEL: 1846 FRAME: 0313

ASSIGNMENT

THIS ASSIGNMENT, made as of the 23rd day of September, 1998, by and between RICKEL HOME CENTERS, INC., a Delaware corporation ("Seller"), and LRF SLATER COMPANIES, INC., a New Jersey corporation ("Purchaser").

WHEREAS, Rickel is a debtor-in-possession under Chapter 11 of Title 11 of the United States Code with its Chapter 11 case pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), Case No. 96-26(JJF) (the "Bankruptcy Case"); and

FOR AND IN CONSIDERATION of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SALE AND PURCHASE. Seller hereby sells, transfers and assigns to Purchaser all of the right, title and interest of Seller throughout the world in and to the following:

a. The trade name or trademark "Channel Home Centers" and any variant thereof and all of the good will symbolized or associated therewith;

b. The corporate name "Channel Home Centers, Inc." and all of the good will symbolized or associated therewith;

c. Any logo, trade mark or copyright owned by "Channel Home Centers Inc. and Rickel Home Centers Inc." and any variant thereof and all registrations thereof and all of the good will symbolized or associated therewith;

d. The trade name or trademark "Rickel Home Centers" and any variant thereof and all of the good will symbolized or associated therewith;

e. The corporate name "Rickel Home Centers, Inc." and all of the good will symbolized or associated therewith; and

f. Any logo, trade mark or copyright owned by "Rickel Home Centers" and all registrations thereof and all of the good will symbolized or associated therewith (all of the foregoing a. through f. collectively, the "Channel-Rickel Marks").

2. COURT APPROVAL. The assignment of Channel-Rickel Marks to Purchaser has been approved by the Bankruptcy Court in the bankruptcy Case by Order dated December 8, 1998.

3. LICENSE. Purchaser hereby grants Seller an exclusive irrevocable license to use the corporate name Rickel Home Centers, Inc. or any variation thereof for any purpose indefinitely so long as it is necessary and desirable by Seller in connection with (i) the Bankruptcy Case, (ii) the wind down of its business operations, (iii) the dissolution of its business, and (iv) distributions to creditors in connection with the Bankruptcy Case. ~~AND (v) ANY OPERATION OF THE BUSINESS PRIOR TO THE FINAL DECREE IN THE BANKRUPTCY CASE.~~ *JM*

4. NOTICES. All notices hereunder shall be in writing and delivered by recognized overnight courier service (e.g., Federal Express), addressed to the parties as follows:

(a) If to Seller,

Rickel Home Centers, Inc.
200 Helen Street
South Plainfield, New Jersey 07080
Attn: Jeffrey Manhardt

(b) If to Purchaser, at

301 South Livingston Avenue
Livingston, New Jersey 07039

5. **BINDING EFFECT.** This Assignment shall be binding on the parties and inure to the benefit of their respective legal representatives, successors, and assigns. This assignment shall not be assigned or modified without the parties express written consent.

6. **HEADINGS.** Headings in this assignment are for convenience only and shall not be used to interpret or construe its provisions.

7. **GOVERNING LAW.** This assignment shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to such state's conflicts of laws rules. The Bankruptcy Court shall have exclusive jurisdiction over any disputes hereunder, and each of Seller and Purchaser hereby consents to such jurisdiction.

8. **ENTIRE ASSIGNMENT.** This assignment supersedes all prior assignments and constitutes the entire assignment between the parties hereto with respect to the subject matter hereof.

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

RICKEL HOME CENTERS, INC.

By: 
JEFFREY MANHARDT, Controller

LRF SLATER COMPANIES, INC.

By: 
ROBERT SLATER, Chairman of the Board

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