

02-22-1999

FORM PTO-1594
1-31-92

RECORDATION FORM TRADEMARK



DEPARTMENT OF COMMERCE
and Trademark Office

100970423

Tab settings → ◁ ▷ ▼

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

2/17/99

1. Name of conveying party(ies):

Jansson, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: December 4, 1998

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

Name: Taylor Corporation

Internal Address: _____

1725 Roe Crest Drive

Street Address: P.O. Box 3728

City: North Mankato State: MN ZIP: 56002-3728

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

JANSSON 1,976,037

Additional numbers attached? Yes No

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

Name: Thomas S. Berg, Paralegal

Internal Address: Gray, Plant, Mooty,

Mooty & Bennett

3400 City Center

Street Address: 33 South Sixth Street

City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved:

One

7. Total fee (37 CFR 3.41):..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/18/1999 DC0ATES 00000052 1976037

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

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.

Thomas S. Berg, Paralegal

Name of Person Signing

Signature

Feb. 16, 1999

Date

Total number of pages comprising cover sheet:

Four

REEL: 1857 FRAME: 0106

ASSIGNMENT OF TRADEMARK

WHEREAS, JANSSON, INC. (hereinafter "JANSSON"), a corporation of the Commonwealth of Massachusetts having a principal place of business at 411 Waverley Oaks Road, Waltham, Massachusetts, is the sole and exclusive owner of the trademark JANSSON for stationary, namely personalized writing paper and envelopes, printed invitations and holiday cards, and of U.S. Trademark Registration No. 1,976,037, issued May 28, 1996 covering the JANSSON trademark; and

WHEREAS, TAYLOR CORPORATION, (hereinafter "TAYLOR"), a corporation of the State of Minnesota, and having its principal place of business at 1725 Roe Crest Drive, North Mankato, Minnesota, is desirous of acquiring the entire right, title and interest in and to the aforesaid trademark and registration therefor; and

WHEREAS, JANSSON is willing to assign its rights to said trademark and registration to TAYLOR.

NOW, THEREFORE, for good and valuable consideration paid to JANSSON by TAYLOR, the receipt and adequacy of which are hereby acknowledged, JANSSON does hereby sell, assign, transfer and set over to TAYLOR, its successors and assigns, the entire right, title and interest in and to the aforesaid trademark and registration therefor, together with that part of the goodwill of the business connected with the use of and symbolized by said trademark, and all claims, if any, for damages by reason of past infringement of said trademark with the right to sue for and collect damages.

JANSSON requests the Commissioner of Patents and Trademarks to record TAYLOR as the assignee and owner of the aforesaid trademark.

JANSSON hereby represents and warrants that its right, title, and interest in and to said trademark is free and clear of all liens and encumbrances, and that it has full right to assign all of its interests therein.

JANSSON shall provide to TAYLOR, its successors, assigns, or other legal representatives, cooperation and assistance at TAYLOR's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering said trademark; (2) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with said trademark, including, but not limited to, testifying as to any facts relating to said trademark and this Assignment; (3) in obtaining any additional trademark protection for said trademark that TAYLOR reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States and for all foreign countries; and (4) in the implementation or perfection of this Assignment.

