

MRD 1-22-99

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FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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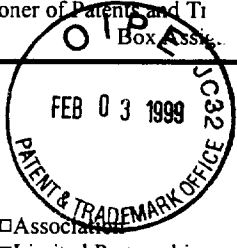
To the Honorable Commissioner of Patents and Trademarks
Box Assignment

Documents or copy thereof.

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

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

Name of Person Signing Reg. No.

Signature

January 22, 1999
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

02/23/1999 JSHABAZZ 00000080 161150 1119470

81 FC:181 40.00 CH
82 FC:182 575.00 CH

TRADEMARK
REEL: 1858 FRAME: 0719 NY2-922745.1



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: 1858 FRAME: 0720

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:

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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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