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03-22-1999

S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



03-01-1999

U.S. Patent & TMO/TM Mail Rec. Dt. #34

100989432

To the Commissioner

record

hereof.

1. Name of conveyer:

Nutmeg Utility Products, Inc.  
1755 Highland Avenue  
Cheshire, Connecticut 06410

- Individuals
- General Partnership
- Corporation--State of Connecticut
- Other:

*MRD 3-1-99*

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

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

Pelican Products, Inc.  
23215 Early Avenue  
Torrance, CA 90505

- Individual(s) citizenship
- General Partnership
- Corporation--State of California
- Other:

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:

Execution Date: November 30, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

Serial No. 75/428,586

B. Trademark Reg. No.(s)

Additional numbers attached?  Yes  No

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

Name: Albert F. Davis, Esq.  
Address: Merchant, Gould, Smith, Edell,  
Welter & Schmidt  
Westwood Gateway II, Suite 400  
11150 Santa Monica Blvd.  
Los Angeles, CA 90025-3395

6. Total number of applications and trademarks involved: 1 (one)

7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2724

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.

Albert F. Davis  
Name of Person Signing

February 25, 1999  
Date

03/19/1999 JSHABAZZ 00000068 75428586

Total number of pages including cover sheet, attachments, and document: 4

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

Commissioner for Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

TRADEMARK  
REEL: 1870 FRAME: 0846

## ASSIGNMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 30<sup>th</sup> day of November, 1998, by and between Nutmeg Utility Products, Inc. located at 1755 Highland Avenue, P.O. Box 723, Cheshire, Connecticut 06410 ("Nutmeg") and Pelican Products located at 23215 Early Avenue, Torrance, California 90505 ("Pelican").

WHEREAS, Nutmeg is the currently using the unregistered trademark BRITE LITE in connection with a "portable lighting system" and claims common law rights in the use of that mark.

WHEREAS, Pelican has used the mark BRITE LITE in connection with "flashlights" and is the owner of Trademark Registration Application Serial No. 74/491,972 pending in the United States Patent and Trademark Office.

WHEREAS, the parties desire to resolve any potential conflict regarding the use of the BRITE LITE mark. Accordingly, Pelican desires to purchase, and Nutmeg desires to sell, all right, title and interest in the BRITE LITE mark, together with the goodwill of the business symbolized by the mark.

The Parties therefore agree as follows:

1. In consideration of the payment of \$2000, receipt of which is hereby acknowledged, Nutmeg hereby assigns to Pelican all right, title and interest in and to the BRITE LITE mark, together with the goodwill of the business symbolized by that mark.
2. Nutmeg hereby warrants that it has not assigned, sold or licensed any of its rights in the BRITE LITE mark to any other person or entity.
3. Nutmeg agrees that it will immediately discontinue all use of the BRITE LITE mark on its products, advertising and promotional material, except that Nutmeg shall have six months from the date of this agreement to dispose of its existing inventory of "portable lighting systems" on which the BRITE LITE mark is presently marked. Nutmeg shall not use the mark BRITE LITE in any advertisement in any publication or

catalog, but shall be not be required to cancel or withdraw any advertisements already placed but not yet published and shall be permitted to continue to distribute any existing catalogs which use the BRITE LITE mark for a period of six months or until a new catalog is published, whichever time is earlier.

4. This Agreement constitutes the entire agreement of Nutmeg and Pelican with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No modification of this Agreement shall be enforceable unless reduced to writing and signed by duly authorized representatives of Nutmeg and Pelican. No officer, employee or representative of Nutmeg or Pelican has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement; and Nutmeg acknowledges and agrees that Nutmeg has not executed this Agreement in reliance upon any such representation or promise. Nutmeg acknowledges and agrees that the failure of Pelican to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder.

5. For purposes of construction of this Agreement, both Pelican and Nutmeg shall be deemed to have mutually drafted this Agreement and all parts thereof.

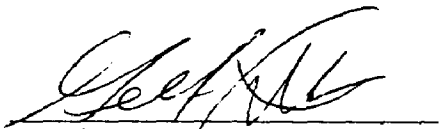
6. This Agreement is executed in California and shall be governed by and construed according to the laws and judicial decisions of the State of California and the United States when applicable. In case of any litigation regarding this Agreement, the parties agree that the venue for such litigation shall be, depending on by the subject matter of the dispute, either the Municipal Court of Los Angeles, California, the Superior Court of the County of Los Angeles, or the United States District Court for the Central District of California, Western Division. Nutmeg hereby consents and stipulates to the jurisdiction of the Courts of the State of California and the United States District Court, Central District of California, Western Division.

7. In any legal action to enforce or interpret the terms of this Agreement or adjudicate the rights to use of the BRITE LITE mark, the prevailing party shall be entitled to reasonable attorney's fees and costs.

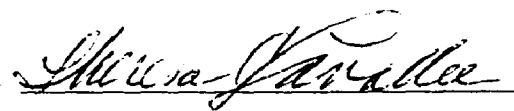
8. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

9. Nothing in this Agreement is intended by Nutmeg or Pelican to create or constitute a joint or collaborative venture or partnership of any kind between Nutmeg and Pelican, nor shall anything in this Agreement be construed as constituting or creating any such joint or collaborative venture or partnership between Nutmeg and Pelican. Nutmeg shall have no control nor ownership interests of any kind in Pelican's business. Nutmeg shall have no financial or other interest in Pelican or any property owned by Pelican.

PELICAN PRODUCTS, INC.

  
\_\_\_\_\_  
Gerald F. Linehan

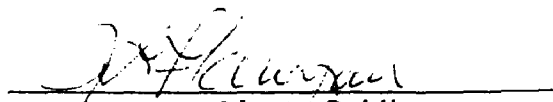
NUTMEG UTILITY PRODUCTS, INC.

By:   
\_\_\_\_\_

STATE OF CONNECTICUT        )  
  )  
COUNTY OF Hartford        )

On this 30<sup>th</sup> day of November, 1998, before me appeared Thomas L. Varadkar, the person who signed this instrument, who acknowledged that he signed it as a free act on his behalf.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
**JEANNINE L. FLANAGAN**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 23, 2003