

04-06-1999



101002446

RE
3-29-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 100903835
- Correction of PTO Error
Reel # [] Frame # []
- Corrective Document
Reel # [] Frame # []

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other []

Effective Date
Month Day Year
08 25 98

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Aladdin Industries, Inc.

08 25 98

Formerly []

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other []
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Aladdin Properties, Inc.

DBA/AKA/TA []

Composed of []

Address (line 1) 703 Murfreesboro

Address (line 2) []

Address (line 3) Nashville

Tennessee

37210

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other []
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/05/1999 DNGUYEN 00000238 774317

FOR OFFICE USE ONLY

01 FC:482

25.00 OP

Adjustment Date: 04/05/1999
DNGUYEN 00000111
11/18/1998
03 FC:508

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Roy Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1878 FRAME: 0272

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/503,403"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="774,317"/>	<input type="text" value="2,045,045"/>	<input type="text"/>
<input type="text" value="879,724"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,062,162"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

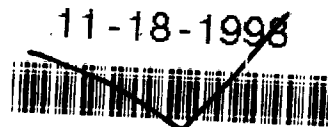
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

MFD



11.16.98

ATTC

100903885

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

1. Name of conveying party(ies):

Aladdin Industries, Inc.
703 Murfreesboro
Nashville, TN 37210

- Individual(s)
- General Partnership
- Corporation- Delaware
- 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: August 25, 1998

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

Name: Aladdin Properties, Inc
Internal Address: _____
Street Address: 703 Murfreesboro

City Nashville State TN ZIP 37210
Individual(s) citizenship _____

- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

ALLURE, Serial No. 75/503,403

11/18/1998 DMGUYEN 00000012 774317

01 FC:481	40.00 OP
02 FC:482	75.00 OP
03 FC:998	10.00 OP

Additional numbers attached? Yes No

B. Trademark registration No.(s)

774,317
879,724
2,062,162
2,045,045

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

Name: Pam Flahtery

Internal Address: Shack & Siegel, P.C.

Street Address: 530 Fifth Street

City New York State NY ZIP 10036

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 125.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number: _____

(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.

Edwin Flores
Edwin S. Flores

Edwin Flores
Signature

11/13/98
Date

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

ASSIGNMENT OF TRADEMARKS, TRADE NAMES AND SERVICE MARKS

THIS ASSIGNMENT OF TRADEMARKS, TRADE NAMES AND SERVICE MARKS ("Assignment") is entered into this 18th day of August 1998 by and between Aladdin Industries, Incorporated, a Delaware corporation with offices at Nashville, Tennessee ("Assignor"), and Aladdin Properties, Inc., a Delaware corporation with offices at Nashville, Tennessee ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the trademarks, trade names and service marks identified in Schedules A, B and C attached hereto (collectively, the "Property") and is desirous to assign the Property to Assignee.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Property.

WHEREAS, Assignor owns all of the outstanding capital stock of Assignee.

WHEREAS, the assignment described herein is intended to be a contribution by Assignor to the capital of Assignee described in §351(a) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor hereby warrants that, unless otherwise stated, (i) it has the full right and power to make the assignment of the marks made hereby, including, without limitation, the trademark, trade name, and service mark registrations and applications therefor listed on Schedules A, B and C hereto (collectively, the "Marks"), (ii) all of the Marks, except for those listed on Schedule B, are valid, subsisting, and enforceable, and (iii) Assignor has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on any of the Marks.

2. To the extent that any of the intent-to-use applications listed on Schedule C are not assignable under 15 U.S.C. § 1060, Assignor hereby warrants that it shall cooperate with Assignee to gain the benefit of the intent-to-use applications listed on Schedule C by either withdrawing such applications in connection with Assignee's new filings for the same marks, or continuing to prosecute such applications at Assignee's expense and assigning any registration of such marks to Assignee within a reasonable time after issuance.

3. Assignor hereby grants, assigns, and conveys to Assignee its entire right, title, and interest (if any) in and to the Marks, including, without limitation, all renewals thereof, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by each of the Marks.

4. This Assignment may not be altered, amended, or modified except by a writing signed by both Assignor and Assignee. This Assignment shall be binding upon Assignor and its partners, successors, and assigns, and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of Tennessee and the applicable laws of the United States of America.

IN WITNESS WHEREOF, this Assignment has been duly executed on the date first above written.

ALADDIN INDUSTRIES, INCORPORATED

By: *[Signature]*

Title: President

ALADDIN PROPERTIES, INC.

By: *[Signature]*

Title: Secretary

S A

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Serial No.</u>
TEMP-RITE	Argentina	1,494,705	
TEMP-RITE by ALADDIN	Australia	A249,534	
TEMP-RITE	Austria	52,319	
TEMP-RITE	Benelux	326,457	
ALADDIN TEMP-RITE	Brazil	817,936,246	
TEMP-RITE	Canada	TMA182,306	
TEMP-RITE	Chile	412,653	
TEMP-RITE	China	719,137	
ALADDIN TEMP-RITE	Columbia		35,299
TEMP-RITE	Costa Rica	75-503403	
TEMP-RITE	Czech Republic	160,352	
TEMP-RITE	Denmark	00.964-1975	
TEMP-RITE	Finland	117,162	
TEMP-RITE	France	1,486,515	
TEMP-RITE	Germany	789,948	
TEMP-RITE	Germany	938,928	
TEMP-RITE	Hong Kong		2916/93
TEMP-RITE	Hungary	130,886	
TEMP-RITE	Iceland	75/1974	
TEMP-RITE	Iraq	24,841	
TEMP-RITE	Italy	603,059	
TEMP-RITE (and Katakana)	Japan	1,359,421	
ALADDIN TEMP-RITE (with Katakana)	Japan	1,548,195	
TEMP-RITE	Korea	286,141	
TEMP-RITE	Mexico	155,081	
TEMP-RITE	New Zealand	B94,471	
TEMP-RITE	Philippines	879,724	
TEMP-RITE	Poland	49,925	
TEMP-RITE	Portugal	124,148	
TEMP-RITE	Romania	7061-R	
TEMP-RITE	The Russian Federation	95,917	
TEMP-RITE	Slovenia	Z-7,080,995	
TEMP-RITE	Spain	1,589,048	
TEMP-RITE	Sweden	113,631	
TEMP-RITE	Switzerland	929,184	
TEMP-RITE	Syria	25,472	
TEMP-RITE	Taiwan	624,868	
TEMP-RITE	Turkey	63,240	

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Serial No.</u>
TEMP RITE	United Kingdom	858,308	
TEMP-RITE	United States	774,317	
TEMP-RITE	United States	879,724	
TEMP-RITE	Venezuela	19,585-92	
TEMP-RITE	Yugoslavia	20,193	
HEAT ON DEMAND	United States	2,062,162	
HEAT ON DEMAND	Canada	TMA485,674	
TEMP-RITE	European Community		206,706
HEAT ON DEMAND	United States	2,045,045	
RITE TEMP	Japan		168,948/1997
ALADDIN SYNERGETICS	Japan		168,947/1997
HEAT ON DEMAND	Japan		26,738/1998
TEMP-RITE	Norway	89,428	
HEAT ON DEMAND	Australia		743,649

B B

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Status</u>
TEMP-RITE	Israel	41,556	Expired
TEMP-RITE	Japan	23,786/1993	Abandoned
TEMP-RITE	Lebanon	43,886	Expired

S C

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
ALLURE	United States	Not yet assigned