



05-04-1999

Reference No. 14005/G1000

04-20-1999



U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34 Commissioner of

Shed original documents or copies

101029157

1. Name of conveying party(ies):
UNIFIX INC.

- Individuals Association
- General Partnership Limited Partnership
- Corporation-State Québec, Canada
- Other _____

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

2. Name and address of receiving party(ies):
9070-3752 Québec Inc.
1501 McGill College Avenue
Montreal, Québec

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation-State: Québec, Canada
- 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: December 15, 1998

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

A. Trademark Application No.(s)
75/403,700, 75/403,701, 75/403,714,
75/403,715, 75/410,392, 75/410,384
75/410,391, 75/410,390, 75/425,544
75/437,711

B. Trademark registration No.(s)

Additional numbers attached? Yes No

5. Mail correspondence to:

MARSHALL, O'TOOLE, GERSTEIN,
MURRAY & BORUN
6300 Sears Tower -- 233 South Wacker Drive
Chicago, Illinois 60606
(312) 474-6300

6. Total number of applications and registrations involved: 10

7. Attached is a check in the amount of \$265.00 the total fee due pursuant to 37 C.F.R. §3.41.

8. Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 C.F.R. §3.41, or credit any overpayment, to Deposit Account No. 13-2855. A copy of this Recordation Form Cover Sheet is enclosed.

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.

Anthony Nimmo

Anthony Nimmo
Signature

April 15, 1999
Date

Name of Person Signing

Total number of pages comprising cover sheet: 5

MOGDOC #64273

05/03/1999 DMGUYEN 00000323,132855 75403700

01 FC:481
02 FC:482

40.00 CH
225.00 CH

TRADEMARK
REEL: 1891 FRAME: 0001

ASSIGNMENT OF MARKS

Background

UNIFIX INC. is a corporation organized under the laws of Québec, Canada, having a principal place of business at 35, rue Unifix, Bromont, Québec J2L 1N5 (the "Assignor"), and has adopted, used and is using marks for which registration applications are pending or which are registered in the United States Patent and Trademark Office and/or numerous foreign trademark offices as indicated below (the "Marks").

9070-3752 Québec Inc., a corporation organized under the laws of Québec, Canada, having a head office at 1501 McGill College Avenue, Montreal, Québec (the "Assignee"), is desirous of acquiring the Marks and the pending applications for registrations and/or registrations thereof in connection with the Assignee's purchase of certain assets from the Assignor on December 15, 1998:

Marks and Pending Applications or Registrations

<u>Mark</u>	<u>Jurisdiction</u>	<u>Pending Application or Registration No.</u>
EDGETECH	Canada	501,536 (reg.)
UNIFIX	Canada	318,076 (reg.)
UNIPAN	Canada	325,354 (reg.)
ACRYFIX	Canada	336,034 (reg.)
EDGEROC	Canada	863,442 (app.)
EDGEROC	United States	75/403,700 (app.)
EDGETECH	United States	75/403,701 (app.)
EDGEFLEX	Canada	863,441 (app.)
EDGEFLEX	United States	75/403,714 (app.)
EDGEDEK	Canada	863,439 (app.)
EDGEDEK	United States	75/403,715 (app.)
SHARKROC	United States	75/410,392 (app.)
SHARKFLEX	United States	75/410,384 (app.)
SHARKDEK	United States	75/410,391 (app.)

TILEROC	United States	75/410,390 (app.)
UNIFIX (extension of wares)	Canada	514,459 (1) (app.)
UNIFIX	United States	75/425,544 (app.)
FLEXTECH	United States	75/437,711 (app.)

Pursuant to the purchase of said assets and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby assign and transfer to the Assignee and the Assignee does assume all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the marks, and the registrations and/or pending applications for registrations of the marks as set forth above, such assignment and assumption to be effective as of the ____ day of December, 1998.

The Assignor further assigns to the Assignee the right to sue for past infringement of the Marks and to recover and retain all damages and profits arising therefrom.

The Assignor warrants that it shall execute all papers, make all rightful oaths, testify on behalf of the Assignee, and do all other acts necessary to carry out the intent of this agreement, as well as to provide such other material, information and/or assistance as the Assignee may reasonably require.

The assignment shall be binding upon the parties, their successors and/or assigns, and all others claiming by, through, with or under them.

This Assignment of Marks shall be governed by and construed in accordance with the laws of Québec.

The parties have requested that this agreement and any other contracts, documents and notices related hereto be drafted in English only. Les parties ont exigé que la présente entente et tous les autres contrats, documents ou avis y afférents ou accessoires aux présentes soient rédigés en langue anglaise seulement.

UNIFIX INC.

By: 

Name: André Bilodeau

Title: President

Date: December, 1998

State of North Carolina

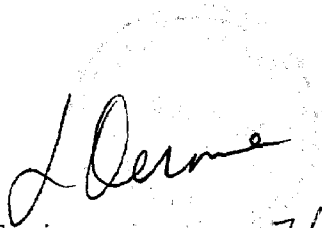
County of Mecklenburg

Before me appeared André Bilodeau, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

This _____ day of December, 1998.

Notary Public

(Seal)



My Commission Expires: 7/10/99

(signatures continued)

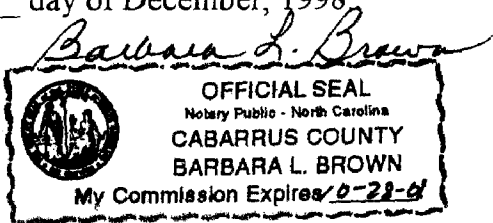
By: *R. Page Odom*
R. Page Odom, Vice President
Date: _____

Before me appeared *R. Page Odom*, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

This 15 day of December, 1998

Notary Public

(Seal)



My Commission Expires: 10-28-2001