

06-02-1999



101051541

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 #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

06/02/1999 DNGUYEN 00000001 1803748

01 FC:481 40.00 DP

02 FC:482 125.00 DP

FOR OFFICE USE ONLY

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

TRADEMARK  
REEL: 001904 FRAME: 0962

**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"/>	<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="1803748"/>	<input type="text" value="1706786"/>	<input type="text"/>
<input type="text" value="1639178"/>	<input type="text" value="1764631"/>	<input type="text"/>
<input type="text" value="1674227"/>	<input type="text" value="2211741"/>	<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.

Timothy Demers  
Name of Person Signing

Timothy Demers  
Signature

5-25-99  
Date Signed

## ASSIGNMENT OF REGISTERED TRADEMARKS

ASSIGNMENT OF REGISTERED TRADEMARK made as of the 31st day of December, 1998, by CARLISLE MANAGEMENT COMPANY, a Delaware corporation ("Assignor"), to C S SYSTEMS, INC., a Pennsylvania corporation ("Assignee").

### BACKGROUND

Assignor is the owner of certain trademarks, as registered with the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto (the "Trademarks").

Assignor is assigning the Trademarks to Assignee pursuant to the Assets Purchase Agreement dated December 31, 1998 between Assignor and Assignee (the "Assets Agreement").

### AGREEMENT

NOW, THEREFORE, in consideration of sums paid under the Assets Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto the Assignee Assignor's entire right, title and interest in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses only in connection with the Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

2. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of reasonable out-of-pocket expenses in connection with clause (b) below), Assignor shall promptly take such actions and execute and deliver such documents and instruments as the Assignee or its counsel may reasonably request in order to (a) perfect and record Assignee's ownership rights in the Rights and/or (b) prosecute any infringements thereof.

3. Counterparts. Each copy of this Assignment which Assignor signs to facilitate recording of the Assignee's interest in the Rights shall be deemed an original.

4. Representation and Warranty. Assignor represents and warrants to Assignee that Assignor has not sold, transferred or assigned the Trademarks to any other person or entity and the Trademarks are being transferred and assigned by Assignor to Assignee free and clear of any charge, claim, equitable interest, lien, option, pledge, security interest or right of first refusal, restriction, covenant, license or other encumbrance.

5. Successors, Etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of the Assignee and its successors and assigns and shall be



EXHIBIT A TO THE ASSIGNMENT OF REGISTERED TRADEMARKS

TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>DATE</u>
Aquadeck	1803748	11/09/1993
Playguard	1639178	03/26/1991
Play Seal	1674227	02/04/1992
Softpave	1706786	08/11/1992
Softroll	2211741	12/15/1998
Super Top	1764631	04/13/1993