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06-10-1999

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Docket No.:



Tab settings

To the Honorable Commissioner of Patent:

101059481

ached original documents or copy thereof.

1. Name of conveying party(ies):

Austin Products, Inc. d/b/a Epic

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other
- Association
- Limited Partnership

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

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

Name: Tamor Corporation

Internal Address:

Street Address: 690 Mechanic Street

City: Leominster State: MA ZIP: 01453

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State Massachusetts

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations 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: May 11, 1999

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

A. Trademark Application No.(s)

See attached sheet

B. Trademark Registration No.(s)

See attached sheet.



Additional numbers attached? Yes No

05-18-1999

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #64

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

Name: Amy C. Scalise

Internal Address: Much Shelist Freed Denenberg

Ament & Rubenstein, P.C.

Street Address: 200 North LaSalle Street, Suite 2100

City: Chicago State: IL ZIP: 60601

6. Total number of application registrations involved:.....

16

7. Total fee (37 CFR 3.41):.....\$ 415.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

40.00 00
100.00 00
20.00 00

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.

James R. Tennant

Name of Person Signing

James R. Tennant
Signature

5/14/99
Date

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

TRADEMARK

REEL: 001911 FRAME: 0910

SCHEDULE A

PATENTS AND TRADEMARKS

PATENTS

Patent #	Date Issued	Title
D0326945	6/9/92	Storage Bin
5,127,524	7/7/92	Storage Bin
D0337413	7/13/93	Container
D0370343	6/4/96	Storage Container

TRADEMARKS

Registration #	Date Issued	Mark Name
1,743,182	12/29/92	FREM BETTER BY DESIGN And design
1,748,526	1/26/93	FREM BETTER BY DESIGN
1,799,379	10/19/93	FREM
75/195,621		Innovations for Daily Living
75/187,322		Quick Drain
1,512,685	11/15/88	Aqua Link
1,523,514	2/7/89	Maidware
1,584,713	2/27/90	Maidware
1,715,860	9/15/92	Stuff Saver & Design
1,857,722	10/11/94	Buddy Bucket

TRADEMARKS cont.

Registration #	Date Issued	Mark Name
1,859,739	10/25/94	Buddy Basket
1,873,301	1/10/95	MaidTuff
1,959,379	2/27/96	Small Fry
1,978,421	6/4/96	The Right Size Blocks for Growing Hands
1,993,072	8/13/96	Castlemaster
1,999,304	9/10/96	Bright Blocks

Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement ("**Assignment**") is made as of May 11, 1999 ("**Effective Date**"), between Austin Products, Inc., d/b/a Epic, a Texas corporation ("**Assignor**") and Tamor Corporation a Massachusetts corporation ("**Assignee**"), pursuant to that certain Asset Purchase Agreement among Assignor, Assignee, Minerva Plastics, Inc., a Texas corporation and Alpha Holdings, Inc., a Texas corporation ("**Agreement**"). Capitalized terms not defined herein shall have the meanings assigned thereto in the Agreement.

RECITALS

- A. Pursuant to the Agreement, Assignor agreed to transfer to Assignee all of Assignor's right, title and interest to the Intangible Rights related to its business.
- B. Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor listed in Schedule A (the "**Federal Marks**").
- C. Assignor is the owner of all right, title and interest in and to the United States patents and applications therefor listed in Schedule A, and all reissues, divisions, continuations, continuations-in-parts, extensions, and reexaminations thereof or thereof (collectively, the "**Federal Patents**").
- D. Pursuant to the Agreement, Assignor agreed to transfer to Assignee all of Assignor's right, title and interest to the Federal Marks and Federal Patents (collectively, the "**Intellectual Property**").
- E. Assignor now desires to transfer to Assignee all its rights, titles and interests in the Intellectual Property.

CLAUSES

1. **Consideration.** For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Intellectual Property to Assignee.

2. **Grant of Rights to Intellectual Property.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) the right to file and register the Intellectual Property in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Intellectual Property, as well as all other claims and rights to damages associated with the Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Intellectual Property.

3. **Further Instruments.** Assignor may execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate

registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Intellectual Property and all claims or rights thereunder.

4. **No Retained Rights.** Assignor's assignment of the Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Intellectual Property. Assignor acknowledges and agrees that the Intellectual Property constitutes the sole and exclusive property of Assignee.

5. **Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

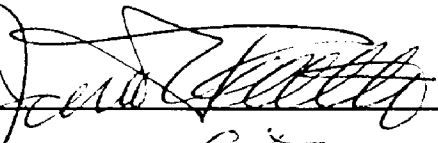
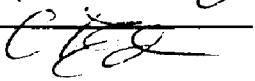
7. **Complete Understanding.** This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

8. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

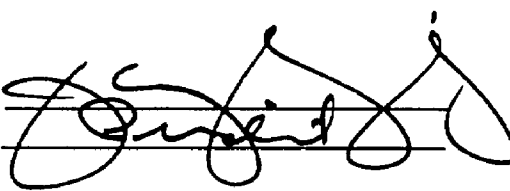
9. **Waiver.** A party's attempted ~~waiver, consent or authorization~~ of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

The parties have executed this Assignment as of the Effective Date.

Tamor Corporation,
a Massachusetts corporation

By: 
Its: 

Austin Products, Inc., d/b/a
Epic, a Texas corporation

By: 
Its: _____