

07-22-1999

IEET
-Y

Tab settings → → → ▼



To the Honorable Commissioner of

101098112

Attached original documents or copy thereof.

1. Name of conveying party(ies):

A. H. Hoffman, Inc.

*MD
7/19/99*

- Individual(s)
- General Partnership
- Corporation-State Indiana
- 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: June 29, 1999

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

Name: A. H. Hoffman, Inc.

Internal Address: _____

Street Address: 5960 Broadway

City: Lancaster State: NY ZIP: 14086

- 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

(Designations 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)

75/348,596 74/719,792
 75/348,595 74/719,796
 74/719,791 74/719,800
 74/720,876

B. Trademark registration No.(s)

858,767	1,956,283	2,201,660
909,905	2,011,115	2,206,269
977,944	2,136,654	2,207,714
1,037,120	2,195,360	2,207,715

Additional numbers attached? Yes No

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

Name: Phillips, Lytle, Hitchcock, Blaine & Huber LLP

Internal Address: Intellectual Property Group

Street Address: 3400 HSBC Center

City: Buffalo State: NY ZIP: 14203

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41):..... \$ 490.00

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

07/21/1999 MTHAI1 00000180 75348596

01 FC:481 40.00 OP
02 FL:482 430.00 OP

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.

Rowland Richards, Reg. No. 42,104

Name of Person Signing

Rowland Richards

Signature

July 16, 1999

Date

TRADEMARK

Total number of pages comprising cover sheet

REEL: 001931 FRAME: 0807

TRADEMARK ASSIGNMENT

WHEREAS, A. H. Hoffman, Inc., an Indiana corporation having a place of business located at 167 Greenfield Road, P. O. Box 12400, Lancaster, Pennsylvania 17605-2400 ("Assignor"), has adopted and is using the registered trademarks listed on Schedule A attached hereto, and is the owner of the entire right, title and interest in the federal trademark registrations and applications listed on Schedule A attached hereto (collectively the "Trademarks"); and

WHEREAS, A. H. Hoffman, Inc., a Delaware corporation having a place of business located at 5960 Broadway, Lancaster, New York 14086 ("Assignee"), is desirous of acquiring an interest in and to the Trademarks, pursuant to that certain Asset Purchase Agreement dated as of June 29, 1999, by and between Assignor and Assignee.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 29, 1999, by and between Assignee and Assignor, Assignee is the successor to the business of Assignor, or portion thereof, to which the trademark applications under 15 U.S.C. 1051(b) listed in Schedule A pertain, and such business is ongoing and existing.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration to it in hand paid, the receipt whereof is hereby acknowledged, Assignor hereby assigns, sells, transfers and conveys unto Assignee the full and exclusive right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and any and all choses in action for damages for past infringement of the Trademarks by any third party.

IN WITNESS WHEREOF, the Assignor has caused this document to be executed by its

duly authorized representative this 29th day of June, 1999.

A.H. HOFFMAN, INC. (an Indiana Corporation)

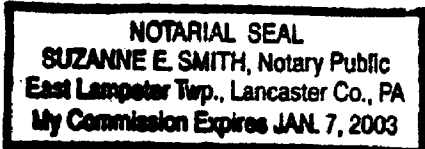
By: *George Ewing Jr.*
Name: GEORGE EWING JR.
Title: PRESIDENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Lancaster) SS:

On this 29th day of June, 1999, before me, the subscriber, personally appeared,

George Ewing Jr., to be known and known to me to be the person described in the within instrument, who executed the within instrument in said capacities in my presence, and he acknowledged to me that he executed the same for the purposes therein mentioned.

Suzanne E. Smith
Notary Public



Notarial Seal

Schedule A

Trademarks, Federal Trademark Registrations and Federal Trademark Applications

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FERTILMIX	858,767	10/22/1968
PRE-MULCH	909,905	3/16/1971
HOFFMAN	977,944	2/5/1974
SUPER MANURE	1,037,120	3/30/1976
COUNTRY COTTAGE	1,956,283	2/13/1996
COUNTRY COTTAGE	2,011,115	10/22/1996
COUNTRY COTTAGE AND DESIGN	2,136,654	2/17/1998
COUNTRY COTTAGE AND DESIGN	2,195,360	10/13/1998
COUNTRY COTTAGE AND DESIGN	2,201,660	10/3/1998
COUNTRY COTTAGE AND DESIGN	2,206,269	11/24/1998
COUNTRY COTTAGE	2,207,714	12/1/1998
COUNTRY COTTAGE AND DESIGN	2,207,715	12/01/1998
<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
COUNTRY COTTAGE AND DESIGN	75/348,596	8/28/1997

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
COUNTRY COTTAGE AND DESIGN	75/348,595	8/28/1997
KIDSGROW	75/056,990	2/12/1996
COUNTRY COTTAGE AND DESIGN	74/719,790	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/719,791	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/719,792	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/719,793	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/719,795	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/719,796	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/719,797	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/719,798	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/719,799	8/24/1995

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
COUNTRY COTTAGE AND DESIGN	74/719,800	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/720,876	8/24/1995
COUNTRY COTTAGE AND DESIGN	74/720,877	8/24/1995

BFLO Doc # 917336.2