

12-01-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MMS 11/24/99

RECC



101211454

ment or copy thereof.

To the Honorable Commissioner of Patents and Trademark

1. Name of Party(ies) conveying an interest:

JOKARI/US, INC.
1205 Venture Court
Carrollton, Texas 75006

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

2. Name and Address of Party(ies) receiving an interest:

AMERICAN DESIGNER POTTERY, L.P.
604 East 4th Street, Suite 201
Fort Worth, Texas 76102

- Individual
- Association
- General Partnership
- Limited Partnership - Texas
- Corporation
- Other
- Citizenship

3. Interest Conveyed:

- Assignment
- Change of Name
- Security Agreement
- Merger
- Other

If not domiciled in the United States, a domestic representative designation is attached.

- Yes
- No

Effective Date: February 28, 1997

4. Application number(s) or registration number(s). Additional sheet attached?

Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,048,303

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

Name: Jane Herold
Foley & Lardner
Street Address: 330 W Wabash Avenue, Suite 3300
City: Chicago
State: Illinois Zip: 60611-3608

6. Number of applications and registrations involved: One (1)

7. Amount of fee enclosed or authorized to be charged: \$40.00

8. Deposit account number (Attach duplicate copy of this form 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.

A. F. David Steiner
Name of Person Signing

Signature

November 22, 1999
Date

Total number of pages including cover sheet 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

12/01/1999 TTON11 00000022 2048303

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481

(40.00 OP)

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. See comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-001), Washington, D.C. 20503.

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, **JOKARI/US, INC.** (hereafter "Assignor"), a Texas corporation, having an address of 1205 Venture Court, Carrollton, Texas 75006, adopted and used the trademark **THERMO-LITE**, and is the owner of all right, title and interest in and to the trademark and in and to U.S. Trademark Registration No. 2,048,303, registered March 25, 1997 for **THERMO-LITE** (hereafter the "Mark"); and

WHEREAS, **AMERICAN DESIGNER POTTERY, L.P.** (hereafter "Assignee"), a Texas limited partnership, whose General Partners are **API GP II, Inc.**, a Texas Corporation, having an address of 2432 Jefferson Ct. Lane, Suite 1446, Arlington, Texas 76006, and **American Pottery, Inc.**, an Alabama corporation, having an address of 404 Fox Run Avenue, Opelika, Alabama 36801, did acquire all right, title and interest in and to the Mark and in and to the associated trademark registration therefor as the results of a sale and assignment effective 28 Feb 1997
_____ (the "Assignment Date").

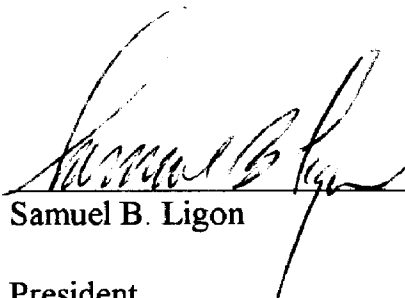
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and set over *nunc pro tunc* to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by such Mark.

Assignor also assigns unto Assignee all claims for damages by reason of past infringement of such Mark, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

EXECUTED this 15 day of November, 1999.

JOKARI/US, INC.

By:



Samuel B. Ligon

Its: President

STATE OF TEXAS

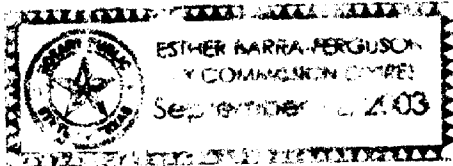
§
§
§

COUNTY OF Dallas

On this 15 day of November, 1999, personally appeared before me SAMUEL B. LIGON, to me known and known to me to be the President of JOKARI/US, INC., the Assignor above named, and acknowledged that he executed the foregoing assignment on behalf of said Assignor and pursuant to authority duly received.

Esther Barra-Ferguson

Notary Public in and for
the State of Texas



Printed Notary Name: ESTHER BARRA-FERGUSON
My Commission Expires: 9-12-03

DAL01A:305125.1
064044.0101

RECORDED: 11/24/1999

TRADEMARK
REEL: 001993 FRAME: 0227