

12-16-1999



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TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)

**Conveyance Type**

- Assignment
- Security Agreement
- License
- Non-Profit Assignment

Document ID#

Correction of PTO Error

Reel #  Frame #

Merger

Corrective Document

Reel #  Frame #

Change of Name

Other

Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

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 the Assignment.)*

Other

Citizenship/State of Incorporation/Organization

12/16/1999 DNGUYEN 00000041 75446069

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK**  
**REEL: 001999 FRAME: 0325**

**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" value="75/446,069"/>	<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"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

(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.

Joseph R. Dreitler Joseph R. Dreitler 1-87

Name of Person Signing Signature Date Signed

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 15<sup>TH</sup> day of NOVEMBER 1999, by and between Hayes Products, LLC, a Delaware corporation having a place of business at 6780 8th Street, Buena Park, CA 90620 (hereinafter referred to as "ASSIGNOR"), and OMS Investments, Inc., a Delaware corporation having a place of business at 1105 North Market Street, Wilmington, DE 19899 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has filed trademark applications for the mark listed in Schedule A attached hereto, (hereinafter collectively referred to as "Trademark");

WHEREAS, ASSIGNOR, is the Applicant, and thus, to the best of any and all of its knowledge and belief, is the owner of the trademark applications relating the Trademark listed in Schedule B, attached hereto (hereinafter collectively referred to as "Applications");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest, including goodwill, in and to the Trademark and Applications owned by ASSIGNOR worldwide;

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all of ASSIGNOR'S rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Applications worldwide; and

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged:

A. ASSIGNOR hereby agrees never again to file any trademark applications for the Trademark and furthermore assigns to ASSIGNEE all of its rights, title, and interest in and to every trademark application that it has filed world-wide for the Trademark, including the following:

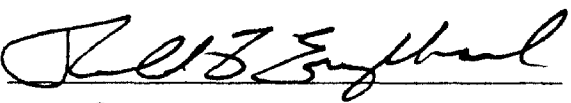
- (1) the Trademark set forth in Schedule A; and
- (2) the Applications set forth in Schedule B.

B. The parties recognize that each of the applications set forth on Schedule B must be conveyed in an individual instrument of assignment by country and corporate owner, and ASSIGNOR agrees to execute such individual assignments (to be prepared by ASSIGNEE) in recordable form, sufficient to convey and vest full legal title in such Application from ASSIGNOR to ASSIGNEES; and furthermore, when requested by ASSIGNEE, ASSIGNOR agrees to execute when requested, such additional assignments, instruments and documents as may be necessary or desirable to effect the intent of this Trademark Assignment.

C. The parties herein forever release, discharge and acquit the other from any and all sums of money, claims, demands, accounts, actions and causes of action whatsoever heretofore arising or now existing related to the Trademark and Applications.

Executed at Buena Park, this 15<sup>TH</sup> day of NOVEMBER 1999.

Hayes Products, LLC  
a California corporation having a place of business at 6780 8th Street, Buena Park, CA 90620

By:   
RONALD F. ENGLUND, President

Executed at Buena Park, this 15th day of November, 1999

OMS Investments, Inc.  
a Delaware corporation having a place of business at 1105 North Market Street, Wilmington, DE 19899

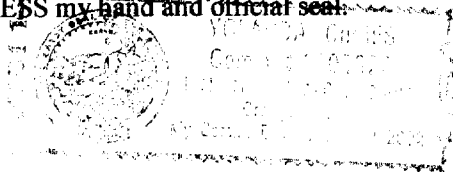
By: Susan T. Dubb  
Susan T. Dubb  
Assistant Secretary

STATE OF )  
) ss.  
COUNTY OF )

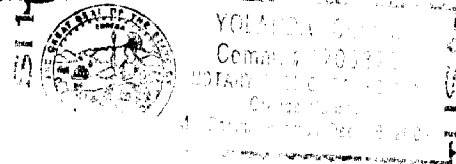
On 11/15/99, before me, Yolanda Cipres personally appeared Hayes Products, LLC personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

[SEAL]



Yolanda Cipres  
Signature



STATE OF ) Delaware  
) ss.  
COUNTY OF ) New Castle

On Nov. 15, 1999, before me, Laura Ann Allen, personally appeared OMS Investments, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Laura Ann Allen  
Signature

**LAURA ANN ALLEN**  
**NOTARY PUBLIC**  
My Commission Expires Aug. 20, 2000

**SCHEDULE TO TRADEMARK ASSIGNMENT**

COUNTRY	MARK	APPL. NO.	FILING DATE	INTL. CLASS
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U.S.	PULL 'N' SPRAY	75/446,069	March 6, 1998	21
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