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U.S. Patent & TMO/TM Mail Ropt Dt. #47

RANDELL, ROACH & WIER PLLC

ATTORNEYS AT LAW

12-17-1999



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December 1, 1999

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* OF COUNSEL
† ALSO ADMITTED IN TENNESSEE
‡ ALSO ADMITTED IN THE DISTRICT OF COLUMBIA

TO: Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

TRADEMARK ASSIGNMENT RECORDATION

Mark: Guardmaster
Registration No.: 1,673,485

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Please record the attached original documents or copy thereof evidencing the assignment of trademark from:

Home Products International - North America, Inc.
F/K/A Selfix - Seymour Housewares Corporation
885 N. Chestnut Street
Seymour, Indiana 47274

a Corporation Organized Under the Laws of the State of Delaware, to

Gateway Manufacturing, Inc.
124 Apperson Heights Drive
Mount Sterling, Kentucky 40353

a Corporation Organized Under the Laws of the State of Kentucky.

All correspondence regarding this document should be mailed to:

John C. Roach
Ransdell, Roach & Wier PLLC
2365 Harrodsburg Road, Suite A200
Lexington, Kentucky 40504

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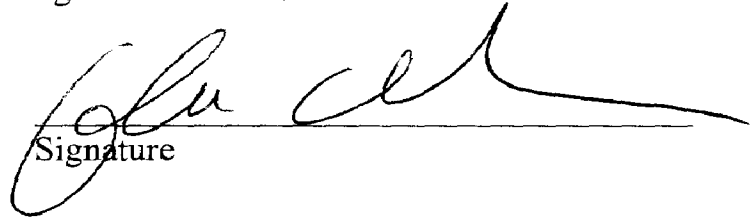
TRADEMARK
REEL: 001999 FRAME: 0666

This recordation applies to one mark and the prescribed fee of \$40 is enclosed herewith.

RANDELL, ROACH & WIER PLLC

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.

12-1-99
Date


Signature

606-224-4999
Telephone Number

John C. Roach, Attorney
Name and Position

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TRADEMARK AND PATENT ASSIGNMENT AND RELEASE AGREEMENT

This Agreement is effective as of the 13th day of October, 1999, by and between Home Products International-North America, Inc., a Delaware corporation ("Assignor"), and Gateway Manufacturing, Inc., a Kentucky corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns and/or claims certain valuable registered and common law trademarks and service marks and a patent, as set forth in Schedule 1 hereto (hereinafter referred to as the "Patent and Trademarks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the 15th day of October, 1999 between Assignee and Assignor (the "Purchase Agreement"), Assignor has agreed to sell to Assignee and Assignee has agreed to purchase certain assets of Assignor currently used by Assignor in the operation of Assignor's juvenile gate business, including without limitation the Patent and Trademarks; and

WHEREAS, Assignee desires to utilize the Patent and Trademarks upon and in connection with the provision of certain goods and/or services; and

WHEREAS, Assignor desires to transfer the Patent and Trademarks and the goodwill of its businesses with which the Patent and Trademarks are associated to assignee and to release Assignee from any and all claims associated with use of the Patent and Trademarks, and Assignee desires to accept such transfer.

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, Assignor's entire right, title and interest in and to the Patent and Trademarks and the goodwill of the business(es) in connection with which such Patent and Trademarks are used.

2. Ownership of the Patent and Trademarks. Assignor acknowledges that it is the owner of all right, title and interest in and to the Patent and Trademarks and all registrations, if any, thereof in any form and is also the owner of all goodwill associated therewith. Subject to the disclosures on Schedule 1, Assignor has not at any time done or suffered to be done any act or thing which has in any way impaired the rights of the Assignor in and to the Patent and Trademarks or any registrations thereof which would depreciate the value or reputation of the Patent and Trademarks. Assignor agrees that it will not, directly or

indirectly, challenge Assignee's ownership of or the validity of the Patent and Trademarks or any registration or application for registration thereof and releases any and all claims against Assignee based on Assignee's use of the Patent and Trademarks. Assignor agrees to do whatever acts Assignee may deem necessary or advisable, including the execution of any instruments to confirm ownership of the Patent and Trademarks by Assignee.

Assignor agrees to transfer any registration of the Patent and Trademarks, now existing or which may later be issued by either federal or state authorities, to Assignee. Assignor shall make no further use of the Patent and Trademarks, or any other trademarks, tradenames or other indicators of source or origin of goods or services that are confusingly similar to the Patent and Trademarks.

Assignor is aware of no threatened claims or initiated unresolved litigation regarding ownership of the Patent and Trademarks. Assignor further agrees not to attempt to acquire any interest in any mark similar to those hereby assigned to assignee. Assignor hereby indemnifies Assignee and undertakes to defend Assignee against and hold Assignee harmless from any claims, suits, losses, or damages arising out of any allegedly unauthorized use of the Patent and Trademarks before the Closing Date in connection with the goods or services as contemplated by this Agreement.

3. Schedules. Schedule A is an integral part of this Agreement as if fully set forth herein and all statements appearing therein shall be deemed to be representations.

4. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof. All remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative.

5. Notices. Any notice, demand or communication required, permitted, or desired to be given hereunder shall provided in accordance with Section 16 of the Purchase Agreement.


6. Severability. If any provision of this agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of Assignor or Assignee under this Agreement will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

7. Entire Agreement/Survival. This Agreement and the Purchase Agreement constitutes the entire agreement of every kind or nature existing between or among the parties regarding the within subject matter, and no party shall be entitled to benefits other than those specified herein or therein.

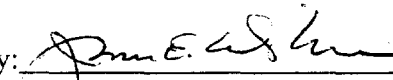
The representations and warranties set forth in this Agreement shall survive the execution and delivery of all other agreements described, referenced or contemplated herein and shall not be merged herewith or therewith. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

GATEWAY MANUFACTURING, INC.

By: 
Name: Douglas K. Gessford
Title: President

HOME PRODUCTS INTERNATIONAL-NORTH AMERICA, INC.

By: 
Name: James Winslow
Title: Executive Vice President, Secretary and Chief Financial Officer

SCHEDULE 1

The attached list (1(a)) of inventions, patents, patent applications, tradenames, trademarks, trademark registrations and applications, copyrights and copyright registrations, label flings, brand names, logos and applications, and the goodwill symbolized thereby, and all rights to recover for any past infringement thereof.

With regard to the patent (the "Patent") related to the expandable gate (patent # 4669521), Seller agrees that it will petition the United States Patent Office to reinstate (the "Reinstatement") the Patent due to an unintentional lapse of a maintenance payment. Buyer agrees to pay for the maintenance payment of \$1,455.00 and the late payment penalty of \$1,640.00. Seller will bear all other costs associated with the Reinstatement. Buyer acknowledges and understands that Seller does not and will not guarantee a favorable result with regard to the Reinstatement. It is expressly understood that the Patent and all rights associated with the Patent, if any, shall not be conveyed until the date of reinstatement or denial of reinstatement.

SCHEDULE 1A

Self-Seymour Housewares Corporation
Patents and Trademarks for Gate Business

PATENTS

Docket No.	Country	Title	Patent #	Date Issued	Expiration Date	Next Tax Due
858-014 Cont	USA	Children's Expandable Gate	4669521	6/2/87	8/11/06	12/2/98
Abandoned		W/Safety Features to Prevent...				

TRADEMARKS

Trademark	Status	Date Registered	Date Action Due	Next Action
Keepsafe	Registered	12/8/87	12/8/07	Renewal
Guardmaster	Registered	1/28/92	1/28/08	Renewal