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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

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 Assignment.)

Citizenship/State of Incorporation/Organization

02/07/2000 DMGUYEN 00000001 75636199

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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

TRADEMARK
REEL: 002017 FRAME: 0221

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)

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

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.

Reg. No. 39,223

Brenda Herschbach Jarrell

Name of Person Signing

Signature

I hereby certify that this correspondence is being

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class mail in an envelope addressed to Assistant

Commissioner For Patents, Washington, D.C. 20231

on 1/4/00

Ann Lee

TRADEMARK

REEL: 002017 FRAME: 0222

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of this 22nd day of December, 1999 by and between Bethlehem Lights, Inc., an Illinois corporation ("Assignor"), and New England Pottery, Inc., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks, trademark registrations and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof (the "Marks");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives,

cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (4) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of this 20 day of December, 1999.

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner For Patents, Washington, D.C. 20231 on 1/4/00
Ann Lee

BETHLHEHEM LIGHTS, INC.

By: [Signature]
Geoffrey Harris, President

STATE OF ILLINOIS

COUNTY OF COOK

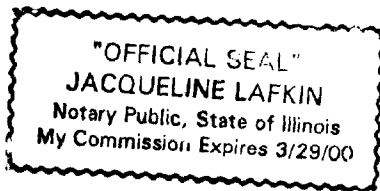
, ss.

Before me this 20 day of December, 1999, personally appeared GEOFFREY HARRIS known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he/she executed the same as his/her free act and deed and the free act and deed of Assignor for the purposes therein contained.

NOTARY PUBLIC

[Signature]

My Commission Expires: 3-29-00



Schedule A

U.S. TRADEMARK REGISTRATIONS

Trademark

No.

ILLUMINET

U.S. Registration No. 2,257,732

EVERGREEN WRAP

U.S. Serial No. 75/636,199

BETHLEHEM

U.S. Serial No. 75/660998

Exchange. 3070811

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