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02-23-2000

TRADEMARKS ONLY

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To the Honorable **REC'D**



and Trademarks:

Please record **AD JAN 2**

101272856

copy thereof.

1. Name of Party(ies) conveying an interest: **OPR/FINANCE**
Anthony's Manufacturing Company, Inc.

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

Name: New Anthony, Inc.
Internal Address: 12812 Arroyo Street
Street Address: _____
City: San Fernando
State/Zip: CA, 91342

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached:
 yes no

Citizenship _____

3. Description of the interest conveyed:
 Assignment Change of Name Other
 Security Agreement Merger
Date of execution of attached document December 22, 1998

If not domiciled in the United States, a domestic representative designation is attached:
 yes no
(The attached document must not be an assignment)
Additional name(s) and addresses attached: yes no

4. Application number(s) or registration number(s) Additional sheet attached? yes no

A. Trademark Application No.(s)
73/790,682

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James A. Henricks
Address: Henricks, Slavin & Holmes LLP
840 Apollo Street, Suite 200
El Segundo
City: CA, 90245-4737
State/Zip: _____

6. Number of applications and registrations involved: 1
7. The \$40 filing fee is enclosed.
8. Please charge the \$ _____ filing fee to Deposit Account No. _____ (duplicate copy of this page attached)
9. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 50-0655

DO NOT USE THIS SPACE

File OK

10. 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.

James A. Henricks
Name of Person Signing _____ Signature _____ Date 1-17-2000
Total number of pages comprising coversheet: 1

rev. 10/1993
02/22/2000 DNGUYEN 00000164 73790682
FC:481 40.00

ASSIGNMENT OF TRADEMARKS

WHEREAS, ANTHONY'S MANUFACTURING COMPANY, INC., a California corporation having an address of 12812 Arroyo Street, San Fernando, California 91342 (hereinafter "*Assignor*") or its predecessor(s) in interest have adopted and used, and Assignor is currently using, certain trademarks some of which have been registered, or for some of which applications for registration have been filed, in the applicable government offices, as listed on Schedule "A" attached hereto, for use in connection with the goods/services indicated in said registrations or applications therefor or for which the marks are currently being used (collectively, the "*Marks*");

WHEREAS, Assignor has intended to use one or more trademarks in commerce and has filed one or more intent-to-use applications, or intends to file one or more intent-to use applications indicating that intention, but has not yet filed allegations of use under sections 1(c) or 1 (d) of The Trademark Act, which marks and applications are also listed on Schedule "A";

WHEREAS, Assignor is assigning the mark or marks it intends to use, and is assigning the mark or marks in the intent-to-use applications, as part of the entire business as required by 15 U.S.C. 1060;

WHEREAS, NEW ANTHONY, INC., a Delaware corporation having an address of 12812 Arroyo Street, San Fernando, California 91342 (hereinafter "*Assignee*") is desirous of acquiring all right, title and interest in and to said Marks; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated December 1, 1998, by and between Assignor and Assignee, (the "*Asset Purchase Agreement*"), Assignor has agreed to transfer to Assignee all right, title and interest of Assignor in and to said Marks.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to, and to the above-identified Marks, together with the goodwill of the business symbolized by the Marks, all registrations thereof and applications therefor, together with any and all claims for damages or injunction by reason of past infringement of said Marks, with right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

Assignor hereby consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Marks or the registration(s) and/or application(s) therefor issue and deliver to Assignee.

Assignor hereby agrees at Assignee's request to execute in Assignee's favor any and all additional papers which may be necessary for the transfer, by complete assignment, of all Assignor's proprietary rights in and to the above-identified Marks and all registrations thereof or applications therefor, including, without limitation, separate recordable assignments on a country-by-country basis in order to meet government requirements and to facilitate perfection of Assignee's rights in each country.

IN WITNESS WHEREOF, ANTHONY'S MANUFACTURING COMPANY, INC., as Assignor, and NEW ANTHONY, INC., as Assignee, have caused this document to be duly and legally executed as of the 22nd day of DECEMBER, 1998.

ASSIGNOR:

ANTHONY'S MANUFACTURING COMPANY, INC.



By: Mark A. Velarde

Title: Secretary

ASSIGNEE:

NEW ANTHONY, INC.



By: Glenn B. Kaufman

Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On December 21, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared GLENN B. KAUFMAN and MARK A. VELARDE, proved to me on the basis of satisfactory evidence to be the persons whose

names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

Handwritten signature of the Notary Public in and for said State.

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Individual, Corporate Officer, Partner, Attorney-in-Fact, Trustee, Guardian/Conservator, Other.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

Signer's Name:

- Individual, Corporate Officer, Partner, Attorney-in-Fact, Trustee, Guardian/Conservator, Other.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:

**Schedule A
Trademarks**

Our Matter No.	Old PSL&R No.	Mark	Country	Class	Goods	Serial/ Appl. No.	Filing Date	Reg. No.	Renewal Due
16	6638	Anthony	US	6	Refrigerator and Freezer Display Case Doors and Frames made Primarily of Metal and Such Doors and Frames Sold as a Unit With Shelving and Electrical Lighting and Parts Thereof; and Solid Doors Made Primarily of Metal For Refrigerators and Freezers, in CI	73/790682	4/3/89	1549861	5/8/00
	66038F	Anthony	Canada				6/29/90	370172	6/29/05
17	66038F	Anthony	Japan			63-110495		2311520	11/18/01
17	66038F	Anthony	France	6, 11, 19		962059	10/17/08	1527313	10/19/98
17	66038F	Anthony	Italy			19250C/89	3/24/89	555146	3/24/99
17	66038F	Anthony	Germany			A45229/11 WZ	9/27/88	1144025	9/27/98
17	6638F	Anthony	Australia					B324356	11/23/99
17	6638F	Anthony	U.K.			1360823	10/18/88	1360823	10/18/05
29	6640	Anglass & Design	US			74/088426	8/16/90	1651496	7/23/01
44	66039F	Anthony & Design	Italy			19253C/89	3/24/89	555149	3/24/99
44	66039F	Anthony & Design	Canada			380627	11/18/74	212805	3/19/06
44	6639F	Anthony & Design	UK			1039426	12/5/74	1039426	00/00/00
44	6639-1	Anthony & Design	Japan			63,286/91	6/19/91	2577247	9/30/93
44	66039	Anthony & Design	Germany					947246	11/30/04
47	6639	Anthony & Design	US	11	Refrigerated Display Case Doors, Shelving and Electrical Lighting Fixtures and Parts Thereof in Class 11, (US CII 21 & 31)	73/066911	10/24/75	1040522	6/1/06
47	6039F	Anthony & Design	Germany					947246	11/19/04
65	61125	Anglass (Block Letter)	US			565764	10/29/85	1398543	6/24/06

**Schedule A
Trademarks**

Our Matter No.	Old PSL&R No.	Mark	Country	Class	Goods	Serial/ Appl. No.	Filing Date	Reg. No.	Renewal Due
88	66039F	Anthony & Design	France			181987	11/28/74	1290730	11/25/04
230		Anthony & Design in Class 11	Australia			744948	9/26/97		00/00/00
231		Anthony & Design	Mexico	9, 11					00/00/00
232		Anthony (block letters)	Mexico	9, 11					00/00/00
254		CONNEXION (ITU)	US				10/22/98		00/00/00
254		CONNEXION	AUSTRALIA	9, 11	Frames, Hardware, components and lighting systems, circuits and components; Equipment for refrigerated display cases	759177	4/7/98	759,177	4/7/08
254		CONNEXION	CANADA	Wares	Frames, Hardware and components for refrigerated display cases; lighting systems and circuits and components therefor	875350	4/16/98		00/00/00
254		CONNEXION	E.C.	6, 9, 11		804880	4/22/98		00/00/00
254		CONNEXION	JAPAN	9,11		10-32668	4/20/98		00/00/00
254		CONNEXION	MEXICO	9, 11		330218(cl 9) 330219 (cl 11)	4/22/98		00/00/00
254		CONNEXION	SOUTH AFRICA	6, 9, 11		98/06631 (cl6); 98/05865 (cl9); 98/05913 (cl11)	4/21/98		00/00/00