

1/31/00

03-01-2000



SHEET

101278099

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):
Wyant Corporation
P.O. Box 8609
100 Readington Road
Somerville, NJ 08876

2. Name and address of receiving party(ies):
Paper-Pak Products, Inc.
1941 White Avenue
LaVerne, CA 91750

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: July 20, 1999

4. Registration number(s) or registration date(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. <u>Registration No.</u>	B. <u>Registration Date</u>
1,650,110	7/9/91
2,078,811	7/15/97
2,048,954	4/1/97
1,063,088	4/12/77
1,202,592	7/27/82
1,298,672	10/2/84
1,631,569	1/15/91
1,647,420	6/11/91
1,869,435	12/27/94
1,485,304	7/1/89
2,167,143	6/23/98
2,200,500	10/25/98
2,180,278	8/11/98
2,143,260	
2,005,536	

Application No.
75/257,758

Application Date

03/01/2000 DNGUYEN 00000030 1650110
40.00 OP
375.00 OP
01 FC:461
02 FC:482

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

Charles N.J. Ruggiero, Esq.
Ohlandt, Greeley, Ruggiero & Perle, L.L.P.
One Landmark Square, 9th Floor
Stamford, Connecticut 06901-2682 U.S.A.

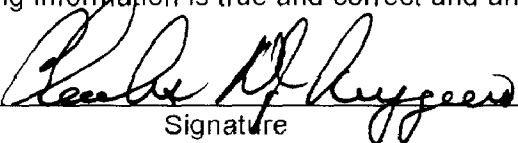
6. Total No. of applications and trademarks involved: 16

7. Total Fee (37 C.F.R. 3.41(h)).....\$40.00/assignment.
 X Enclosed (\$415.00)
 Authorized to be charged to deposit account.

The Commissioner is hereby authorized to charge any additional fees under 37 C.F.R. 3.41 that may be required with this communication or credit any overpayment, to Deposit Account No. 01-0467. A duplicate copy of this Form is enclosed.

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.

Charles N.J. Ruggiero
Name of Person Signing


Signature

1/28/00
Date

Total number of pages including cover sheet, attachments and document: 6.

EXECUTION COPY

ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT ("Agreement"), dated as of July 2³, 1999, by and between Wyant Corporation, a New York Corporation ("Assignor"), and Paper-Pak Products, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in the Intellectual Property Rights (as defined in the Purchase Agreement);

WHEREAS, pursuant to Section 2.1(d) of a certain Asset Purchase Agreement between Assignor and Assignee dated as of February 23, 1999 (the "Purchase Agreement"), Assignor is willing to assign all right, title and interest in the Intellectual Property Rights and Proprietary Information to the Assignee;

NOW, THEREFORE, in consideration of the mutual representations, warranties, undertakings and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT

(a) Assignor represents and warrants that it is the sole owner of the Intellectual Property Rights, and that it has not conveyed any security interest in, or otherwise encumbered, the Intellectual Property Rights and Proprietary Information. Assignor further represents and warrants to Assignee (i) that it has the authority to enter into this Agreement and perform its obligations hereunder, (ii) that this Agreement constitutes a valid, binding and enforceable obligation, (iii) that it is under no disability, restriction or prohibition affecting its ability to execute this Agreement and to perform its obligations hereunder, and (iv) there are no existing or threatened claims or proceedings by any third party relating to Assignor's use, registration, or ownership of the Intellectual Property Rights and Proprietary Information.

(b) As of the date of this Agreement, Assignor irrevocably sells, assigns and transfers to Assignee, all rights, title and interest in the Intellectual Property Rights and Proprietary Information.

(c) Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in Assignee's own name applications for patents, and copyright, trademark and/or service mark registration in the United States and in foreign countries in connection with the Intellectual Property Rights, and to secure in its own name the registration granted thereon.

EXECUTION COPY

(d) Assignor does not hereby reserve any rights to use the Intellectual Property Rights and Proprietary Information for any purpose whatsoever.

2. MISCELLANEOUS

(a) This Agreement constitutes the entire understanding between the parties with respect to the subject matter contained herein, and supersedes and cancels all prior understandings, agreements or arrangements between the parties, oral or written, with respect thereto. No modification, amendment, renewal, extension or waiver of this Agreement or any of its provisions shall be binding unless made in writing.

(b) Neither party shall have any obligation to the other party for unforeseen, unpreventable acts of God or force major events which affect such party's ability to perform properly its obligations hereunder, provided, however, that each party agrees to use its best efforts, respectively, to minimize the extent and the impact of the inability to perform properly.

(c) This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without reference to choice of law principles, including all matters of construction, validity and performance.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(e) No waiver by either party of a breach or a default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature unless so agreed in writing.

(f) In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

(g) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Wyant Corporation

Paper-Pak Products, Inc.

By: *[Signature]*
Title: *MARC D'AMOUR*
Vice-President

By: _____
Title: _____

** TOTAL PAGE 05 **

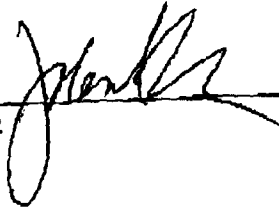
EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Wyant Corporation

Paper-Pak Products, Inc.

By: _____
Title:

By: 
Title: _____

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRANSMITTAL FORM

Registrant: Paper-Pak Products, Inc.

Registration Nos.: 1,650,110 2,078,811 2,048,954
1,063,088 1,202,592 1,298,672
1,631,569 1,647,420 1,869,435
1,485,304 2,167,143 2,200,500
2,180,278 2,143,260 2,005,536
75/257,758

Marks: AIRLAY, SMART LINEN, NIGHT PRESERVER, HYGARD Design,
HYGARD TUCKABLES Design, TUCKABLES Design,
QUICKABLES, Q Design, BREATHABLES, BRIDGETEX,
SYMPHONY, CONTOUR, HYGARD, AIRLAY, ADHERES,
TRIMCORE

Attorney Docket No.: 662.0000

Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

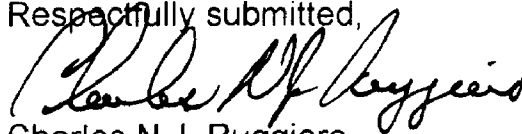
Dear Sir:

We are enclosing:

1. Recordation Form Cover Sheet;
2. Assignment;
3. Firm's Check for \$415;
4. Transmittal letter in duplicate; and
5. Postcard.

Dated: January 28, 2000

Respectfully submitted,

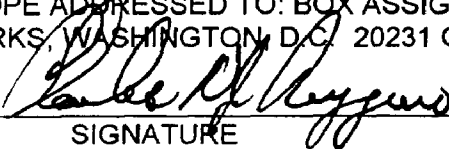


Charles N.J. Ruggiero
Ohlandt, Greeley, Ruggiero & Perle, LLP
One Landmark Square, 9th Floor
Stamford, Connecticut 06901-2682
(203) 327-4500

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: BOX ASSIGNMENTS, COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231 ON JANUARY 28, 2000.

CHARLES N.J. RUGGIERO
NAME OF REGISTERED REP.


SIGNATURE

1/28/00
DATE

TRADEMARK
REEL: 002028 FRAME: 0113

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRANSMITTAL FORM

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Marks: AIRLAY, SMART LINEN, NIGHT PRESERVER, HYGARD Design
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SIGNATURE

1/28/00
DATE

RECORDED: 01/31/2000

TRADEMARK
REEL: 002028 FRAME: 0114