

04-04-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRP
2-29-00

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
- Change of Name
- Other

Effective Date
Month Day Year
07 22 1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 17 1999

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)

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

04/03/2000 DNGUYEN 00000208 1477458

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
75.00 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: 002043 FRAME: 0070

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 (617) 951-8304

Name

David O. Johanson, Esq.

Address (line 1)

Bingham Dana LLP

Address (line 2)

150 Federal Street

Address (line 3)

Boston, MA 02110-1726

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1477458	1896805	<input type="text"/>
1135612	2194098	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115

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.

David O. Johanson, Esq.

Name of Person Signing

Signature

February 29, 2000

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, Whistler Corporation of Massachusetts, a Delaware corporation and as debtor-in-possession (the "Assignor"), and Techline Industries, Inc., a Delaware corporation (the "Assignee"), as assignee of Catalyst Equity Fund, L.P., entered into an Asset Purchase Agreement, dated as of July 9, 1999 (the "Purchase Agreement"); and

WHEREAS, Assignor sold certain of its garage door and garage door opener business assets to Assignee pursuant to the Purchase Agreement and the Order (I) Authorizing and Approving the Sale by the Debtor of its Stanley-Branded Garage Door and Garage Door Opener Divisions and Associated Real Estate Free and Clear of Liens, Claims and Encumbrances Pursuant to an Asset Purchase Agreement and (II) Granting Certain Related Relief, dated July 20, 1999 (the "Order"), issued by the United States Bankruptcy Court, District of Massachusetts, Western Division (the "Court"); and

WHEREAS, the Assignee desires to acquire, and to confirm and record its acquisition of, the entire right, title and interest in and to all of the the trademarks (the "Marks") and related United States trademark registrations identified on Exhibit A hereto, and registration applications therefor, together with the goodwill of the business of Assignor in connection with which the Marks were and are used; and

WHEREAS, on September 17, 1999, Joseph H. Baldiga (the "Trustee") was appointed by the Court to be the trustee of the Chapter 7 Bankruptcy Estate (the "Estate") of the Assignor.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, and pursuant to the Order, the Trustee, without any representations or warranties, hereby assigns, transfers, and conveys (and confirms Assignor's sale, assignment, transfer and conveyance) to Assignee, its successors and assigns, free and clear of any and all claims, liens, and encumbrances, all of the Trustee's and Assignor's right, title, and interest in and to the Marks and the registrations (if any), including the right to sue and recover for past, present and future infringements, together with any and all corresponding federal, state, or international trademarks registrations, all common law rights and privileges relating to the Marks, and all goodwill of the business of Whistler Corporation of Massachusetts in connection with which the Marks were and are used.

Trustee hereby agrees to render all reasonable assistance to Assignee and, from time to time, to execute all instruments and documents necessary to maintain, preserve or protect the Marks and the registrations thereof and to perfect the record title of Assignee in and to the Marks and said registrations, free and clear of any claims, liens, or encumbrances.

THE TRUSTEE MAKES NO REPRESENTATION OR WARRANTY, AND EXPRESSLY DISCLAIMS SAME, AS TO THE MARKS, THE EXTENT OF THE ESTATE'S INTEREST IN THE MARKS (IF ANY) OR THE VALUE OF THE MARKS, OR AS TO ANY OTHER ASSET TRANSFERRED IN ACCORDANCE WITH THE PURCHASE AGREEMENT AND ORDER.

No provision of this Assignment may be changed, waived, discharged or terminated, except by written agreement signed by an authorized representative of each party. The waiver of any one party hereunder shall not extend to or affect any other provision hereof which is not expressly waived.

This Assignment is executed and delivered in the Commonwealth of Massachusetts and shall be construed and enforced in accordance with the laws of said Commonwealth.

IN WITNESS WHEREOF, the Trustee has executed this Assignment, as an instrument under seal, effective as of September 17, 1999.

Joseph H. Baldiga
Trustee of the Chapter 7 Bankruptcy Estate of
WHISTLER CORPORATION OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS }
 } ss.
COUNTY of Worcester }

On this, the 14th day of December, 1999, before me appeared Joseph H. Baldiga, the person who signed this instrument, who acknowledged that he is the Trustee of the Chapter 7 Bankruptcy Estate of Whistler Corporation of Massachusetts and that he signed such instrument as a free act on behalf of such Estate.

Notary Public

[Seal]

My commission expires: 6/8/01

The foregoing Assignment of said Marks and the registrations thereof and registration applications therefor to Assignee is hereby accepted, as of September 17, 1999.

INNOVATIVE HOME PRODUCTS, INC.
F/K/A TECHLINE INDUSTRIES, INC.

By:
Name: STEPHEN P. ANDERSON
Title: PRESIDENT/CEO

Exhibit A

Trademark or Service Mark	Registrations – United States	
	Registration No.	Registration Date
MULTI-ELMAC	1135612	20 May 1980
MULTI-CODE	1477458	23 February 1988
SAFE-T-MONITOR	1896805	30 May 1995
MULTI-CODE PROTECTOR and design	2194098	6 October 1998