

MM 3/2/00

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

04-12-2000



101316502

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

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

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)

City

State/Country

Zip Code

- 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

04/12/2000 JSHBAZZ 00000060 500577 75392711 FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002047 FRAME: 0772

**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

(419) 874-1100

Name

Donald R. Fraser

Address (line 1)

MacMillan, Sobanski & Todd, LLC

Address (line 2)

132C West Second Street

Address (line 3)

Perrysburg, OH 43551

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)

75392711

75579069

1955385

1974836

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

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:

#

50-0577

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.

Donald R. Fraser

Name of Person Signing

Signature

3/1/00

Date Signed

NUNC PRO TUNC ASSIGNMENT

**WHEREAS**, Distlefink Designs, Inc., a Connecticut Corporation, and Distlefink Designs, Inc., a New York Corporation (collectively referred to as “Assignor”), are the owners of the following U.S. Trademark Registrations:

- |    |              |                            |
|----|--------------|----------------------------|
| 1. | CANDLE MAGIC | U.S. TM Reg. No. 1,955,385 |
| 2. | WONDER-BOW   | U.S. TM Reg. No. 1,974,836 |

(the “Trademark Registrations”); and

**WHEREAS**, Assignor has intended to use the following trademarks in commerce and has filed applications seeking registration of the marks based upon a *bona fide* intent to use the marks indicating that intention, but has not yet filed allegations of use under Section 1(c) or 1(d) of the Trademark Act:

- |    |              |                                   |
|----|--------------|-----------------------------------|
| 1. | CARVED MAGIC | U.S. TM App. Ser. No. 75/392,711  |
| 2. | MOOD MAGIC   | U.S. TM App. Ser. No. 75/579,069: |

(the “Pending Applications”); and

**WHEREAS**, Craft House Corporation, a Michigan Corporation located at 328 North Westwood Avenue, Toledo, Ohio 43607, (the “Assignee”) is desirous of acquiring all right, title, and interest in and to said Trademark Registrations and Pending Applications, together with the goodwill of the business symbolized thereby;

**WHEREAS**, Assignor is assigning the marks in the above-identified Trademark Registrations and Pending Applications as part of the entire business or portion thereof to which the marks pertain as required by § 15 U.S.C. 1060; and

**WHEREAS**, on April 28, 1998, the Assignor and Assignee entered into an Asset Purchase Agreement whereby the Assignee purchased substantially all of the assets constituting the business of the Assignor as a going concern, including the aforesaid Trademark Registrations and Pending Applications, and the good will of the business in connection with which the said Trademark Registrations and Pending Applications have been used; and

**WHEREAS**, it was the intention of the Assignor and Assignee that said Trademark Registrations and Pending Applications, and the good will of the business in connection with which the Trademarks have been used, be the sole property of the Assignee from the date of purchase:

**NOW, THEREFORE**, to all whom it may concern:

**BE IT KNOWN THAT**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor by these presents does sell, assign, and transfer, as of the 28th day of April, 1998, unto the Assignee the entire right, title, and interest in and to the said Trademark Registrations and Pending Applications, together with the good will of the business in connection with which said marks have been used.

Executed, *nunc pro tunc*, this 2<sup>nd</sup> day of Dec., 1999 as of the 28th day of April, 1998.

Dean E. Murphy  
Signature of Assignor

DEAN E. MURPHY  
Printed Name

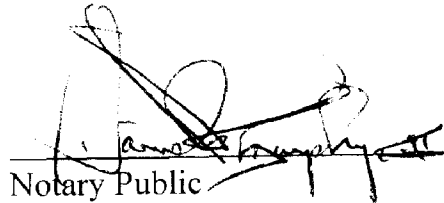
PRES. DISREFINIL DESIGNS INC  
Title

State of NEW YORK

SS:

County of WESTCHESTER

On this 2nd day of December 1999, before me appeared DEANN E. MURPHY  
the person who signed this instrument, who acknowledged that he/she signed it as a free act on  
his/her own behalf or on behalf of the identified corporation or other juristic entity with authority  
to do so.

  
Notary Public

DANIEL H. MURPHY II  
Notary Public, State of New York  
No. 01MU2821365  
Qualified in Westchester County  
Commission Expires December 31, 1999

