

03/01/00

04-12-2000

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

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



101317392

SHEET

TRADEMARK 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
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
02/22/2000

Conveying Party

Mark if additional names of conveying parties attached

Name The Herbert Stanley Company

Execution Date
Month Day Year

2 / 22 / 2000

Formerly A/K/A Burnishine Products of The Herbert Stanley Corporation

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name The Herbert Stanley Company LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 150 North Wacker Drive

Address (line 2) Suite 1250

Address (line 3) Chicago, Illinois 60606, United States of America

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

04/11/2000 DMGUYEN 00000296 011156 219392

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 15.00 CH 785.00 OP

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

(570854.3)

TRADEMARK
REEL: 002047 FRAME: 0833

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 312-715-4000

Name Mark R. Galis
Address (line 1) Alzheimer & Gray
Address (line 2) Suite 4000
Address (line 3) 10 South Wacker Drive
Address (line 4) Chicago, Illinois 60606

Pages

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

10

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)	
_____	<u>2,193,912</u>	<u>1,477,749</u> <u>812,767</u>
_____	<u>1,962,788</u>	<u>1,476,471</u> <u>879,309</u>
_____	<u>1,909,688</u>	<u>1,075,793</u> <u>911,990</u>

Number of Properties

Enter the total number of properties involved.

33

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 825.00

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:

011,156

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.

Mark R. Galis

Name of Person Signing

Signature

, 2000

Date Signed

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name _____

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship State of Incorporation/Organization _____

Receiving Party

Enter Additional 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

Other _____

Corporation Association

Citizenship/State of Incorporation/Organization _____

If document not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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)

952,854 2,205,673 1,833,596

1,168,851 1,719,736 1,592,689

538,704 2,081,599 1,783,796

543,388 2,081,596 706,765

548,777 1,909,687 2,179,459

2,205,670 1,914,456 1,737,948

2,205,672 1,137,139 1,959,072

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name _____

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship State of Incorporation/Organization _____

Receiving Party

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Enter Additional Receiving Party

Name _____

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____

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Individual General Partnership Limited Partnership

Other _____
 Corporation Association

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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)

1,959,073 _____

1,986,906 _____

1,959,073 _____

ASSIGNMENT OF TRADEMARKS

AND

**THE UNITED STATES REGISTRATIONS
(AND PENDING APPLICATIONS FOR REGISTRATION) THEREOF**

WHEREAS, The Herbert Stanley Company (a/k/a Burnishine Products a/k/a The Herbert Stanley Corporation), an Illinois corporation, having a place of business at 1100 Lakeside Drive, Gurnee, Illinois 60031 ("Assignor"), acquired, adopted and used, and thereby owns, all rights, title and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks," "Registrations" and "Applications," respectively), along with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" entered into by and between Assignor, The Herbert Stanley Company, LLC, a Delaware limited liability company having a principal place of business at c/o Randolph United Partnership IV c/o The Randolph Group, Inc., 150 North Wacker Drive, Suite 1250, Chicago, Illinois 60606 ("Assignee"), Herbert S. Laufman, the Herbert S. Laufman Ten Year Trust dated April 20, 1993, the Herbert S. Laufman Trust dated December 15, 1994 and Carl DeMasi on February 22, 2000, Assignor has agreed to assign to Assignee its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto, to Assignee, as required by said Asset Purchase Agreement, Assignor is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks, Registrations and Applications identified in said Exhibit A, any foreign rights in the Marks, Registrations or Applications identified in Exhibit A and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, or any of them, which actions and claims arose prior to the date of execution hereof.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks, Registrations and Applications in the United States.

Assignor further agrees, at the reasonable request of Assignee and without charge or cost to Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks, Registrations and Applications is duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on this 22 day of February, 2000.

THE HERBERT STANLEY COMPANY

By: 

Carl DeMasi, Executive Vice President

SCHEDULE A

Registered United States Trademarks and Pending Applications				
Mark	Owner	Application No./Appl. Date	Reg. No./Reg. Date	Status
Lubriclean	The Herbert Stanley Company ("HS")	12/22/99		
Wax Away	HS		2193912 10/6/98	
Weiman	HS		1962788 3/19/96	
Panel Bright	HS		1909688 8/8/95	
HSC	HS		1477749 2/16/88	
Herbert Stanley	HS		1476471 2/23/88	
Grreat N Easy	HS		1075793 10/25/77	Renewed 10/25/97
Beauti-Fi	HS		812767 8/9/66	Renewed 8/9/86
Soft Glow	HS		879309 10/21/69	Renewed 10/21/89
Royal Sterling	HS		911990 6/8/71	Renewed 2/20/91
Cosmetics for Fine Furniture	HS		952854 2/6/73	Renewed 2/6/93
Vinyl-Aide	HS		1168851 9/15/81	
Glide Rite	HS		538704 2/27/51	Renewed 12/10/90
Burnishine	HS		543388 6/5/51	Renewed 3/11/91
Krystyl-een	HS		548777 9/25/51	Renewed 9/25/91

Registered United States Trademarks and Pending Applications

Mark	Owner	Application No./Appl. Date	Reg. No./Reg. Date	Status
Ultrafount	HS		2205670 11/24/98	
Safety Fount	HS		2205672 11/24/98	
SM Plus	HS		2205673 11/24/98	
Printers Pride	HS		1719736 9/29/92	
Laserfount	HS		2081599 7/22/97	
Tone A Way	HS		2081596 7/22/97	
Thumbs Up	HS		1909687 8/8/95	
Glassolution	HS		1914456 8/29/95	
Putz Pomade	HS	12/99	1137139 6/24/80	Renewal Submitted
Aqua Blue	HS		1833596	
Plate Savur	HS	75/876,651 12/20/99		
Gold Miracle	HS		1592689 4/24/90	
Gold Miracle	HS	75/879,164 12/23/99		
NoVoc	HS		1783796	
Cuts-it	HS		706765 5/14/99	
Hep-X	HS		2179459 8/4/98	
Enzyclean	HS		1737948 12/8/92	
Epi*Safe	HS		1959072 2/27/96	
Epi*Soft	HS		1959073	

Registered United States Trademarks and Pending Applications

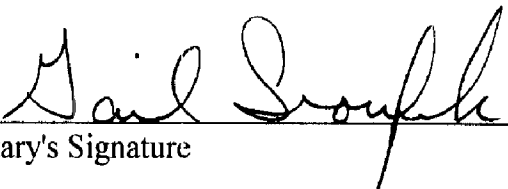
Mark	Owner	Application No./Appl. Date	Reg. No./Reg. Date	Status
			2/27/96	
Epi*Wash	HS		1986906 7/16/96	

3

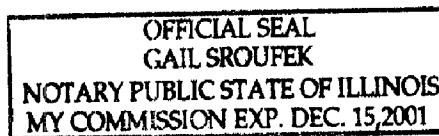
State of Illinois)
) SS
County of Cook)

On this 22nd day of February, 2000, before me, Gail Sroufek, the undersigned Notary Public, personally appeared Carl DeMasi proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary's Signature



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