

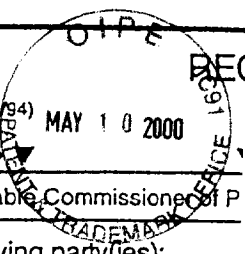
RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

05-24-2000

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Tab settings

To the Honorable Commissioner of P

attached original documents or copy thereof.

1. Name of conveying party(ies):

Homemaker Industries, Inc.

MM 5.10.00

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: April 18, 2000

Name: A&M, Inc.

Internal Address:

Street Address: 24 Oak Trail Road

City: Englewood State: NJ ZIP: 07301

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- 1,764,528, 2,027,896, 1,739,756

Additional numbers attached? Yes No

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

Name: David A. Collins

Internal Address: Golenbock, Eiseman, Assor & Bell

Street Address: 437 Madison Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/23/2000 ASCOTT 00000156 1764528

DO NOT USE THIS SPACE

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.

David A. Collins Name of Person Signing

Signature

5/19/00 Date

Total number of pages including cover sheet, attachments, and document: 4

All documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002078 FRAME: 0131

## ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Homemaker Industries, Inc., a New York corporation ("Assignor"), for valuable consideration to it in hand paid, receipt of which is hereby acknowledged, by these presents does hereby assign, transfer and convey unto A&M Inc., a South Carolina corporation ("Assignee"), and its successors and assigns, the entire right, title and interest in and to all logos, URLs, trademarks, service marks and trade names, registered, unregistered and/or the subject of application for registration, including, without limitation, the trademarks listed on Schedule A annexed hereto, together with any and all renewals of any of the foregoing, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of any of such trademarks, service marks and trade names, or of any proprietary or other rights in such trademarks, service marks and trade names, together with the goodwill of the business symbolized by such trademarks, service marks and trade names.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee, execute, acknowledge and deliver each other instrument of assignment, transfer or conveyance, registrations for assignments, powers of attorney and assurances as Assignee may reasonably request to permit Assignee or its successors and assigns to record the assignment made by this instrument.

Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of even date hereof. This Assignment is executed and delivered pursuant to said Agreement.

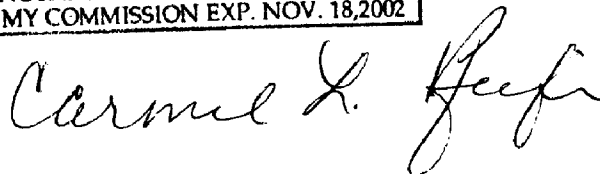
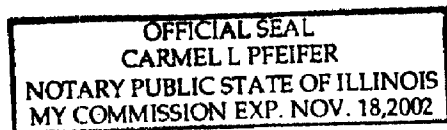
IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed as of April 18, 2000.

HOMEMAKER INDUSTRIES, INC.



Name: Michael Starshak

Title: Special Vice President



**Schedule A to Assignment of Trademarks**

<b><u>Name</u></b>	<b><u>Registered Owner</u></b>	<b><u>Registration Number</u></b>	<b><u>Country of Registration</u></b>	<b><u>Effective Date of Registration</u></b>
Homemaker	Homemaker Industries, Inc.	1,764,528	United States	4/13/93
Secure	Homemaker Industries, Inc.	2,027,896	United States	12/31/96
Fabrimagic	Homemaker Industries, Inc.	1,739,756	United States	10/06/95

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