



06-30-2000

05-30-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #11

SECTION FOR  
TRADEMARK



DEPARTMENT OF COMMERCE  
Trademark Office

101394816

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Tilia, Inc. *WMO*  
*5.30.00*

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - State of California  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: Tilia International

Address: Evernew Commercial Centre  
33-35 Pine Street, Flat B, 7<sup>th</sup> Floor  
Tai Kok Tsai, Kowloon, Hong Kong

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - Cook Islands  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: March 9, 2000

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
 2,039,276  
 1,975,360  
 1,523,201  
 1,422,539

Additional numbers attached?  Yes  No

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

Name: Martin C. Fliesler, Esq.

Address: Fliesler, Dubb, Meyer & Lovejoy LLP  
Four Embarcadero Center, Suite 400  
San Francisco, CA 94111

Telephone: (415) 362-3800  
DNGUYEN 00000347 2039276

6. Total Number of applications and registrations involved: 4

(\$40 first mark per document; \$25 second and subsequent marks in same document.)

7. Total fee (37 CFR 3.41).....\$ 115.00

Check Enclosed

8.  Authorized to charge any additional fees or credit any overpayment to Deposit Account No. 06-1325. (A duplicate copy of this authorization is not enclosed.)

07/03/2000  
 01 FC:481  
 02 FC:482

~~48.00~~ ~~00~~

DO NOT USE THIS SPACE

9. 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.*

Brian I. Marcus  
 Attorney or Agent  
 Reg. No. 34,511

*Brian I. Marcus*  
 Signature

May 26, 2000  
 Date

10. Total number of pages comprising cover sheet: 1

**TILIA, INC. TO TILIA INTERNATIONAL  
ASSIGNMENT OF TRADEMARK AND GOODWILL**

Tilia, Inc. is a California corporation, having its principal place of business at 568 Howard Street, 2<sup>nd</sup> Floor, San Francisco, California.

Tilia International is a Cooks Island corporation, having its principal place of business at Evernew Commercial Centre, 33-35 Pine Street, Flat B, 7<sup>th</sup> Floor, Tai Kok Tsai, Kowloon, Hong Kong.

Tilia, Inc. is the owner of the following trademark registrations ("Trademark Property") which Tilia International is desirous of acquiring from Tilia, Inc. and Tilia, Inc. is desirous of assigning to Tilia International:

<i>Mark</i>	<i>Registration No.</i>	<i>Registration Date:</i>
FOODSAVER (AND DESIGN)	2,039,276	February 18, 1997
VACUTOP	1,975,360	May 21, 1996
VAC-U-SAVE	1,523,201	February 7, 1989
FOODSAVER (STYLIZED)	1,422,539	December 30, 1986

For good and valuable consideration, receipt of which is hereby acknowledged by Tilia, Inc., Tilia, Inc. hereby assigns to Tilia International all right, title and interest in and to the above-listed marks, the goodwill of the business symbolized by said trademarks, and all Tilia, Inc. Trademark Property, and all claims, demands and causes of action for the past infringement of any or all of said trademarks or Tilia, Inc. Trademark Property or for unfair competition in business in connection therewith wheresoever or by whomsoever committed, the same to be held and enjoyed

by Tilia International, and Tilia International's subsidiaries, affiliates, successors and assigns, as fully and entirely as the same would or could have been held and enjoyed by Tilia, Inc. had this Agreement not been made.

TILIA, INC.

Date: 3/9/00

By: *Linda S. Graebner*  
Name: Linda S. Graebner  
Title: President & CEO

State of California )  
County of San Francisco )

On 3-9-00 before me, Michelle J. Terman, Notary Public  
(name and title of officer)

personally appeared Linda Graebner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Michelle J. Terman*



DESIGNATION OF DOMESTIC REPRESENTATIVE

Mark: FOODSAVER (AND DESIGN)  
Registration No.: 2,039,276  
Registration Date: February 18, 1997


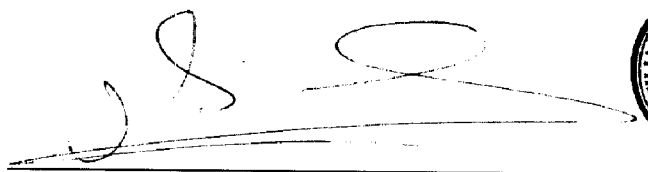
Mark: VACUTOP  
Registration No.: 1,975,360  
Registration Date: May 21, 1996

Mark: VAC-U-SAVE  
Registration No.: 1,523,201  
Registration Date: February 7, 1989

Mark: FOODSAVER (STYLIZED)  
Registration No.: 1,422,539  
Registration Date: December 30, 1986

Tilia, Inc. whose postal address is 568 Howard Street, 2nd Floor, San Francisco, California 94105 is hereby designated applicant's representative upon whom notice or process in proceedings affecting the marks may be served.

Dated: May 15, 2000



David Brakes  
General Manager