

07-03-2000



101401183

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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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

☒ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

☐ 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.)

FOR OFFICE USE ONLY

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 Practices. 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

REEL: 002095 FRAME: 0122

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 312-853-7000

Name

James F. Donato

Address (line 1)

Sidley & Austin

Address (line 2)

Bank One Plaza

Address (line 3)

Ten South Dearborn Street

Address (line 4)

Chicago, IL 60603

Pages

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

#

5

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)

1860481	2229127	2229128
2229129		

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:

#

19-2165

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.

James F. Donato

Name of Person Signing



Signature

3/4/2000

Date Signed

SCHEDULE A

MARK	(APPLICATION NO.) REGISTRATION NO.	(APPLICATION DATE) REGISTRATION DATE
FLUFFY STUFF	1,860,481	October 25, 1994
Design Miscellaneous	2,229,127	March 2, 1999
Design Miscellaneous	2,229,128	March 2, 1999
Design Miscellaneous	2,229,129	March 2, 1999

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered this 4th day of February, 2000, by and between John T. Sullivan, located at 11339 Barleyfield Way, Marriottsville, Maryland 21104 ("Assignor") and Charms Marketing Company, an Illinois corporation, having a principal place of business 7401 South Cicero Avenue, Chicago, Illinois 60629 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of February 4, 2000 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the United States trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as beneficial owner, does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks. Assignor does further consent to the recordation of this assignment by Assignee with the Commissioner of Patents and Trademarks.

IN WITNESS WHEREOF the Assignor and Assignee have executed this Assignment as of the date first written above.

Assignee

Assignor

By: 

By: _____

Title: VICE PRESIDENT

Title: _____

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is entered this 4 day of February, 2000, by and between John T. Sullivan, located at 11339 Barleyfield Way, Marriottsville, Maryland 21104 ("Assignor") and Charms Marketing Company, an Illinois corporation, having a principal place of business 7401 South Cicero Avenue, Chicago, Illinois 60629 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of February 4, 2000 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the United States trademarks and trademark applications listed on Schedule A, attached hereto and incorporated herein (collectively, the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as beneficial owner, does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks. Assignor does further consent to the recordation of this assignment by Assignee with the Commissioner of Patents and Trademarks.

IN WITNESS WHEREOF the Assignor and Assignee have executed this Assignment as of the date first written above.

Assignee

Assignor

By: _____

By: John T. Sullivan

Title: _____

Title: Individual

John T. Sullivan

State of _____)
County of _____)

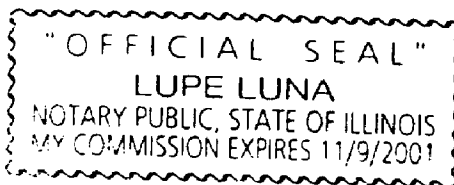
On this ____ day of February, 2000, before me appeared John T. Sullivan to me personally known, who, being duly sworn, says that the execution of the foregoing instrument was his free act and deed.

Notary Public

State of Illinois)
County of Will)

On this 4th day of February, 2000, before me appeared G. HOWARD KIMBER, the person who signed this instrument on behalf of Charms Marketing Company, who acknowledged that he/she signed it on behalf of the identified corporation as VICE PRESIDENT of the identified corporation and pursuant to authority duly received.

Lupe Luna
Notary Public



State of Maryland)
County of Prince Georges)

On this 4th day of February, 2000, before me appeared John T. Sullivan to me personally known, who, being duly sworn, says that the execution of the foregoing instrument was his free act and deed.

Roberta Le Wadsworth

Notary Public
ROBERTA WADSWORTH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 17, 2001

State of _____)
County of _____)

On this ____ day of February, 2000, before me appeared _____, the person who signed this instrument on behalf of Charms Marketing Company, who acknowledged that he/she signed it on behalf of the identified corporation as _____ of the identified corporation and pursuant to authority duly received.

Notary Public