

07-07-2000



101397884

6.12.00

**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

Execution Date
Month Day Year
 05-30-97

Name ARTIS, INC.

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization CA

Receiving Party

Mark if additional names of receiving parties attached

Name ALEENE'S LICENSING COMPANY, LLC

DBA/KA/TA

Composed of

Address (line 1) 5673 E. SHIELDS AV.

Address (line 2)

Address (line 3) FRESNO

City

CA USA
State/Country

93727

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

Other LIMITED LIABILITY COMPANY

Citizenship/State of Incorporation/Organization CA

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

07/07/2000 ASCOTT 00000113 1503678

01 FC:481 40.00 OP
02 FC:482 450.00 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

TRADEMARK

REEL: 002097 FRAME: 0224

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,503,878"/>	<input type="text" value="1,644,147"/>	<input type="text" value="1,646,553"/>
<input type="text" value="1,630,540"/>	<input type="text" value="1,644,148"/>	<input type="text" value="1,650,228"/>
<input type="text" value="1,641,831"/>	<input type="text" value="1,644,394"/>	<input type="text" value="1,775,207"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

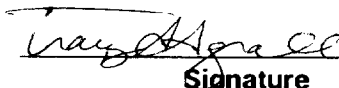
Deposit Account Number: #

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.

TRACY A. AGRALL
Name of Person Signing


Signature

6/7/00
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/89
OMB 0851-0027

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

Conveying Party

Enter Additional 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

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)

City

State/Country

Zip Code

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 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)

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1,776,567	1,781,394	1,785,578
1,786,738	1,794,946	1,815,021
1,852,362	1,993,745	2,170,323
2,229,334	<input type="text"/>	<input type="text"/>
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ASSIGNMENT OF TRADE NAME

This ASSIGNMENT OF TRADE NAME (this "Agreement") is entered into as of May 30, 1997 by and between Artis, Inc., a California corporation ("Artis") and Aleene's Licensing Company LLC, a California limited liability company (the "Licensing Company"), with reference to the following facts:

- A. Artis was incorporated in the State of California in 1979. Vera Aleene Jackson ("Jackson") was one of the incorporators and original shareholders. Jackson remains a shareholder of Artis.
- B. Upon the commencement of business by Artis, Jackson assigned to Artis and contributed to the capital of Artis the use of her middle name, "Aleene," to be used by Artis in connection with a variety of products and services developed and marketed by Artis. The name "Aleene" as used herein, shall, unless the context otherwise requires, include all variations of and phrases that use or include the name "Aleene," including but not limited to "Aleene's."
- C. Subsequent to the incorporation of Artis, Artis sought and acquired numerous federal trademarks and servicemarks which use or incorporate the name "Aleene."
- D. On July 14, 1995, Jackson and Artis entered into a Memorandum of Assignment memorializing the assignment by Jackson to Artis of the use of the name "Aleene."
- E. Artis, Duncan Enterprises, a California corporation ("Duncan"), Jackson and Michael A. Hershman ("Hershman") have entered into that certain Sale of Assets and Related Transactions Agreement dated May 30, 1997 (the "Definitive Agreement") which contemplates, among other things, the assignment by Artis to the Licensing Company the use of the name "Aleene."
- F. The parties desire that Artis assign to the Licensing Company the use of the name "Aleene."

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereafter contained, the parties hereto hereby agree as follows:

- Assignment of Trade Name. Artis hereby assigns, transfers, relinquishes, and otherwise conveys to the Licensing Company, for good and sufficient consideration, all right, title and interest in, including the goodwill, character, symbol, design, likeness and visual representation of, the name "Aleene" or "Aleene's" (collectively, the "Trade Name"), including the stylized logo and distinctive gold packaging used in connection with products and including all of Artis' trademarks, trade names and servicemarks utilizing the Trade Name, including without limitation those specified on Schedule 1 hereto, subject to existing licenses with Duncan, Bridon Cordage, Inc., Dennecrepe Corporation, International Flowers Imports, Inc., Lamrite West, Inc., dba Darice, and Oxmoor House, Inc. (collectively, the "Existing Licensees").

2. Payment. The Licensing Company shall pay to Artis, upon the transfer of the Trade Name, the amount of \$30,000.

3. Rights of Licensing Company. The Licensing Company shall have the exclusive right, subject to existing and future licenses, to use or sell, joint venture, license or otherwise convey or exploit, for itself or with or to third parties, the Trade Name.

4. Rights of Artis. Artis and the Licensing Company have executed the License Agreement (Artis Proprietary Products, Marketing Business) dated May 30, 1997 between Artis and the Licensing Company (the "License Agreement"), providing Artis with certain rights as licensee thereunder.

5. Representations, Warranties and Covenants. Artis hereby represents, warrants and covenants that:

(a) Artis had the right to make the assignment set forth above and that, except as set forth on Schedule 5(a) hereto, neither Artis, nor any of its directors, officers or employees, has made a similar assignment of the Trade Name, including the stylized logo and distinctive gold packaging used in connection with products, and any trade names, trademarks or servicemarks, to anyone else;

(b) Artis, its directors, officers and/or employees have not and will not use or attempt to use the Trade Name without a specific license granting such use by the Licensing Company; and

(c) Artis, its directors, officers and employees understand and acknowledge that the Licensing Company has the exclusive right to sell, joint venture, license or otherwise convey the Trade Name, including the stylized logo and distinctive gold packaging used in connection with products, and any trade name, trademarks or servicemarks, proposed or actual, registered or not that use or incorporate the Name, including the stylized logo and distinctive gold packaging used in connection with products, or any derivative thereof to third parties without a specific license by the Licensing Company.

6. No Effect on Oxmoor Agreement. Notwithstanding any provisions contained herein or in any other document or instrument to the contrary, nothing contained in this Agreement is intended to modify, change, amend or supersede any provision of the Oxmoor Agreement (except for ownership of the trademark "Aleene's" and the name "Aleene's", and the identity of the licensor under Section 8 of the Oxmoor Agreement). Each of the parties to this Agreement hereby agrees, for the benefit of Oxmoor (which shall be a third party beneficiary hereof to the extent set forth in this Section), that (a) except as expressly set forth in the immediately preceding sentence, the Oxmoor Agreement shall remain in full force and effect in accordance with its terms, (b) to the extent applicable to such party it will be bound by, and will comply with, the provisions of the Oxmoor Agreement, and (c) no termination of the License Agreement between Artis, Inc., and the Licensing Company will terminate or have an effect on Oxmoor rights under the Agreement.

7. Modifications and Amendments. This Agreement may be modified or amended only by written agreement and executed by the Licensing Company and Artis.

8. Attorneys' Fees and Expenses. If any litigation or any other proceeding is commenced in connection with or related to this Agreement, the losing party shall pay the expenses, including but not limited to, the reasonable attorneys' fees and expenses, of the prevailing party. The court shall be entitled to prorate said fees and expenses between the parties in the event that a suit or proceeding is successful only in part.

9. Notices. Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and personally delivered or sent by facsimile or certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Artis:

Artis, Inc.
85 Industrial Way
Buellton, California 93427
Attn: Mr. Michael A. Hershman
Fax: (805) 688-9927

With a copy to:

Dixon & Jessup Ltd. L.L.P.
One First National Center, #1800
16th and Dodge
Omaha, NE 68102-1504
Attn: David Gardels, Esq.
Fax: (402) 345-0965

If to the Licensing Company:

Aleene's Licensing Company LLC
c/o Duncan Enterprises
5673 E. Shields Avenue
Fresno, CA 93727
Attn: Mr. Larry R. Duncan
Fax: (209) 291-9463

With a copy to:

Greenfield & Associates
1801 Century Park East
23rd Floor
Los Angeles, California 90067
Attn: Mark S. Greenfield, Esq.
Fax: (310) 843-5219

10. Entire Agreement. This Agreement, along with the Definitive Agreement and the other agreements contemplated thereby, sets forth the entire agreement between the parties hereto relating to the rights granted and the obligations assumed. Any oral representation or modifications concerning this Agreement shall be of no force and effect except a subsequent modification in writing signed by all parties hereto.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. Further Assurances. The parties agree to execute and deliver all such other and additional instruments, notices, consents or other documents and will do all such other acts and things as may be reasonably necessary to carry out the terms of this Agreement.

13. Captions. The headings affixed to paragraphs or sections of this Agreement are for convenience only and are not a part of the Agreement.

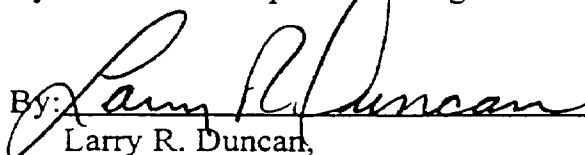
14. Successors And Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

15. Effectiveness. This Agreement shall be effective only upon the Closing, as defined in the Definitive Agreement.


16. Corporate Authority. Each individual executing this Agreement on behalf of a corporation represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the bylaws of said corporation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Aleene's Licensing Company LLC, a
California limited liability company
By: Duncan Enterprises, Manager

By: 
Larry R. Duncan,
President of Duncan Enterprises

Artis, Inc., a California corporation

By: 
Michael A. Hershman, President

Schedule 1

Artis' trademarks, tradenames and
servicemarks utilizing the tradename.

Client - US Trademarks

5/20/97

Page

1

COMPANY ARTIS
P.O.C. TONY

HERSHMAN

PHONE 1 & 2 805-688-7339

MARK ALEENE'S
 REGISBODY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND & B LTR & A L: FILED & B L: 15
 9/13/94 3/17/98 9/13/98 71706,114 1/19/88 1,303,878 9/13/88 3/17/94 Y Y

MARK ALEENE'S (CLASS 16)
 REGISBODY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND & B LTR & A L: FILED & B L: 15
 6/8/99 12/10/02 6/8/93 74037,488 11/29/92 1,775,207 6/8/93 12/10/98 Y Y

MARK ALEENE'S HEAD-TT
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 7/8/97 1/9/01 7/8/91 74062,718 3/23/90 1,630,228 7/9/91 1/9/97 Y Y

MARK ALEENE'S CRAFTS FOR KIDS
 REGISBODY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND & B LTR & A L: FILED & B L: 15
 3/13/97 11/14/00 3/13/91 74062,717 3/23/90 1,644,394 3/14/91 11/14/96 Y Y

MARK ALEENE'S FLEXIBLE STRETCHABLE FABRIC Glue
 REGISBODY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND & B LTR & A L: FILED & B L: 15
 7/13/97 11/14/00 7/13/91 74033,445 11/23/92 1,786,338 8/10/93 2/11/99 Y Y

Client - US Trademarks

5/20/97

Page

2

COMPANY ARTIS
P.O.C. TONY HERSHMAN

PHONE 1 & 2 805-688-7339

DATE 8 15 REMIND RENEW DATE RENEW
8/10/99 2/11/03 8/10/03

MARK
ALEENE'S GLITTER BY
NO. 1024
DATE 8 15 REMIND RENEW DATE RENEW
7/13/99 1/14/03 7/13/03

MARK
ALEENE'S GLITTER COLORS
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6/15/99 12/17/02 6/15/03

MARK
ALEENE'S JEWEL-IT
DATE 8 15 REMIND RENEW DATE RENEW
3/13/97 11/14/00 3/13/01

MARK
ALEENE'S LIQUID FUSION
CFCG
DATE 8 15 REMIND RENEW DATE RENEW
8/13/02 2/14/06 8/13/06

Client - US Trademarks

5/20/97

Page 3

COMPANY ARTIS
P.O.C. TONY
HERSHMAN

PHONE 1 & 2 805-688-7339

MARK
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FED Y 74033,412 10/23/92 1,832,362 9/6/94 3/900

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REGISBODY ISSUED SERNO FILEDATE REGNO ISSUEDATE REMIND && I LTR && I: FILED 8 15
FED Y 77/33,721 11/15/89 1,630,540 1/8/91 7/11/96

MARK
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FED Y 74031,595 1/16/92 1,815,071 1/4/91 7/8/99

MARK
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FED Y 74062,701 5/23/90 1,644,147 5/14/91 11/14/96

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Client - US Trademarks

5/20/97

Page 5

COMPANY ARTIS
P.O.C. TONY

HENSHMAN

PHONE 1 & 2 805-682-7139

MARK
SATIN SHEEN

REGISTRY ISSUED
FED N 75,065,096

FILEDATE REGNO
2/29/96

ISSUEDATE REAMND & A.I. LITR & A.I. FILED & I.I.

DATE & I.I. REAMND RENEW DATE RENEW

MARK
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REGISTRY ISSUED
FED Y 74,404,744

FILEDATE REGNO
7/6/93 1,811,313

ISSUEDATE REAMND & A.I. LITR & A.I. FILED & I.I.

DATE & I.I. REAMND RENEW DATE RENEW
4/18/00 10/21/93 4/18/01

SENT BY DIXON & JESSUP

0-28-97 14-10

DIXON & JESSUP

1010040021

Schedule 5a

1. Duncan Enterprises
2. Bridon Cordage, Inc.
3. Dennecrepe Corporation
4. International Flowers Imports, Inc.
5. Lamrite West, Inc., dba Darice
6. Oxmoor House, Inc.