

6-19-00

07-17-2000



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OPR/FINANCE 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
5312000
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
5312000

Name Western Trimming Corp.

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Bemiss-Jason Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 37600 Central Court

Address (line 2) _____

Address (line 3) Newark CA 94560

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

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.)

07/17/2000 ASCOTT 00000198 1051225

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 200.00 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, DC 20503

TRADEMARK
REEL: 002101 FRAME: 0210

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="1051225"/>	<input type="text" value="1060725"/>	<input type="text" value="1398664"/>
<input type="text" value="1987177"/>	<input type="text" value="1991249"/>	<input type="text" value="2116409"/>
<input type="text" value="2281513"/>	<input type="text" value="2304863"/>	<input type="text" value="2315012"/>

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.

Lance H. Anderson, Esq.

Name of Person Signing

Signature

6/13/00

Date Signed

ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (this "Assignment") is dated and effective as May 31, 2000 (the "Closing Date"), by and among Bemiss-Jason Corporation, a California corporation ("Assignee"), and Western Trimming Corp., a California corporation ("Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 17, 2000 (the "Purchase Agreement"). Except as specifically defined herein, all initially-capitalized terms shall have the meaning set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Effective as of the Closing Date, Assignor hereby fully and forever grants and assigns to Assignee, free and clear of all Encumbrances, all of Assignor's rights, title and interest in, to and under all Intangible Property (defined below) owned or held by, issued to or licensed to Assignor, along with all income, royalties, damages or payments due or payable at the Closing or thereafter (including, without limitation, damages and payments for past or future infringements or misappropriations thereof) and Assignor's right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world (all of the foregoing shall be collectively referred to herein as the "Proprietary Rights"). As used herein, "Intangible Property" means and includes:

1.1 All patents, patent applications, patent disclosures, patent licenses, and inventions (whether or not patentable and whether or not reduced to practice) and any reissues, continuations, continuations-in-part, revisions, extensions or reexaminations thereof, and all registrations, applications and renewals for any of the foregoing;

1.2 All trademarks (including, but not limited to, those listed on Schedule "1" hereto), trademark licenses, service marks, certification marks, trade dress, trade styles, logos, trade names and corporate names together with all goodwill associated therewith (including the use of the current corporate name and trade names and all translations, adaptations, derivations and combinations of the foregoing), and all registrations, applications and renewals for any of the foregoing;

1.3 All copyrights, copyright licenses, copyrightable works, and mask works, and all registrations, applications and renewals for any of the foregoing;

1.4 All proprietary information, trade secrets (common law or statutory) and confidential information (including, without limitation, ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information);

1.5 All computer software (including, without limitation, data, data bases, systems and related documentation);

1.6 All other proprietary rights and intangible assets or property used in the operation of the Business;

1.7 All machinery and equipment warranties relating to the Transferred Assets; and

1.8 All copies and tangible embodiments of all of the above (in whatever form or medium), in each case including, without limitation, the items set forth on Schedule "1" hereto.

2. If there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

3. Assignor and Assignee agree to execute and deliver such further instruments, agreements and assurances, as may be reasonably requested by the other, to evidence and provide for the assignment by Assignor and the acceptance by Assignee of the Proprietary Rights as set forth herein.

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

ASSIGNEE:

BEMISS-JASON CORPORATION, a
California corporation

By: _____

Name: _____

Its: _____

Gordon J. Case
Gordon T. Case
President/CEO

ASSIGNOR:

WESTERN TRIMMING CORP., a California
corporation

By: _____

Name: _____

Its: _____

Gary Deitsch
Gary Deitsch
PRES & CEO

SCHEDULE "1"

TRADEMARKS

1. WESTRIM (U.S. Registration No. 1,051, 225; registered 10/26/76); Class 14.
2. WT Logo (U.S. Registration No. 1,060,725; registered 3/8/77); Class 14.
3. MINITREE (U.S. Registration No. 1,398,664; registered 6/24/86); Class 28.
4. FUNBEADS Logo (U.S. Registration No. 1,987,177; registered 7/16/96); Class 14.
5. FAMILY & FRIENDS Logo (U.S. Registration No. 1,991,249; registered 8/6/96); Class 14.
6. MEMORIES FOREVER (U.S. Registration No. 2,116,409; registered 11/25/97); Class 16.
7. WESTRIM (U.S. Registration No. 2,281,513; registered 9/28/99); Class 16 & 28.
8. MEMORIES FOREVER/THE CHERISHED LINE Logo (U.S. Registration No. 2,304,863; registered 12/28/99); Class 16.
9. THE CHERISHED LINE (U.S. Registration No. 2,315,012; registered 2/1/00); Class 16.
10. WESTRIM (Australia Registration No. 781,160; registered 12/16/98); Class 16.
11. WT Logo (Australia Registration No. 781,161; registered 12/16/98); Class 16.
12. WESTRIM (Canada Registration No. 520,762; registered 12/20/99).
13. WT Logo (Canada Registration No. 520,765; registered 12/20/99).