

6.19.00

07-17-2000

FORM PTO-1594

RECORDATION FORM COVER  
TRADEMARKS



DEPARTMENT OF COMMERCE  
Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the

101405097

of.

1. Name of conveying party(ies):  
 Kenlin Enterprises, Inc.  
 JUN 19 PM 12:00  
 Individual  Association   
 General Partnership  Ltd. Partnership   
 Corporation-State Illinois  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Kenlin Group, Inc.  
 1530 Old Skokie Road  
 Highland Park, IL 60035

Individual(s) citizenship \_\_\_\_\_  
 Association   
 General Partnership   
 Ltd. Partnership   
 Corporation - State Illinois  
 Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: May 31, 2000

If assignee is not domiciled in the United States, a domestic representative is attached:  Yes  No

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):  
 A. Trademark Application No. (s)  
75/749883

B. Trademark Registration No. (s)  
 1556537 1137209 759662  
 843101 766857 838213  
 1667349 1220550

Additional Numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Jeremy R, Kriegel  
 Tilton, Fallon, Lungmus & Chestnut  
 100 S. Wacker Drive, Suite 960  
 Chicago, Illinois 60606

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-1111  
 (Attach duplicate copy of this page if paying by deposit account)

07/17/2000 ASCOTT 00000221 75749883  
 01 FC:481 40.00 DP  
 02 FC:482 200.00 DP

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.

Jeremy R. Kriegel Jeremy R. Kriegel June 13, 2000  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK  
 REEL: 002101 FRAME: 0222

**ASSIGNMENT OF TRADEMARKS**

**AND**

**THE UNITED STATES REGISTRATIONS  
(AND PENDING APPLICATIONS FOR REGISTRATION) THEREOF**

WHEREAS, Kenlin Enterprises, Inc., an Illinois corporation, Kenlin Products Corporation, an Illinois corporation, and Kenlin Manufacturing Company, an Illinois corporation (collectively, the "ASSIGNOR"), acquired, adopted and used, and thereby owns, all rights, title and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks", "Registrations" and "Applications", respectively), along with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into by and between ASSIGNOR and KENLIN GROUP INC. (f/k/a HANDY BUTTON MACHINE ACQUISITION CORP.), an Illinois corporation ("ASSIGNEE"), dated as of November 1, 1999, as reinstated and amended pursuant to that certain Reinstatement and First Amendment Agreement entered into between ASSIGNOR and ASSIGNEE, dated as of April 29, 2000 (the "Agreement"), ASSIGNOR has agreed to assign to ASSIGNEE its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto, to ASSIGNEE, as required by said Asset Purchase Agreement, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer to ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks, Registrations and Applications identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, or any of them, which actions and claims arose prior to the date of execution hereof.

ASSIGNOR hereby acknowledges that ASSIGNOR made certain representations and warranties to ASSIGNEE in the Agreement with respect to the Marks, Registrations and Applications.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Marks, Registrations and Applications in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be reasonably required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Marks, Registrations and Applications is duly made of record in the United States.

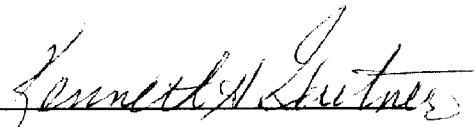
[Remainder of this page intentionally left blank]

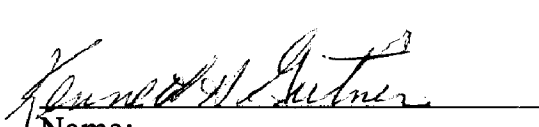
IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

Dated: as of May 31, 2000

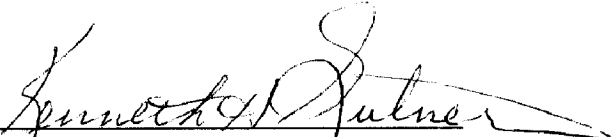
KENLIN ENTERPRISES, INC.

KENLIN PRODUCTS CORPORATION

By:   
Name:  
Title: CEO

By:   
Name:  
Title: CEO

KENLIN MANUFACTURING COMPANY

By:   
Name:  
Title: CEO

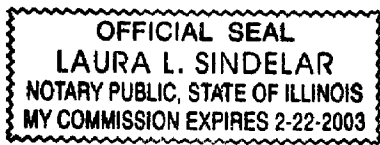
**SCHEDULE A**

<b>Registered United States Trademarks</b>			
<b>Mark</b>	<b>Description</b>	<b>Reg. No.</b>	<b>Renewal Date</b>
Rite-Trak	Name only	1,556,537	Sept. 19, 2009
Glide-Rite	Name only	843,101	Jan. 30, 2008
Rack N Roll	Name only	1,600,873	June 12, 2000 [Abandoned Oct. 31, 1999]
Kenlin	Name and logo	1,667,349	Dec. 10, 2001
Level-ator	Name only	73/177002	June 24, 2000
Rolls-Rite	Name only	73/282098	April 20, 2002
E-Z Riders	Name only	73/250119	Dec. 21, 2002
Adjusto-Rail	Name only	72/156233	Nov. 05, 2003
Sure-Tilt	Name only	72/168011	Sept. 15, 2004
Magic Margin	Name only	72/258182	Nov. 07, 2007
View-All	Name only	72/065,091	July 7, 1999 [Not Renewed]

<b>United States Trademark Applications</b>			
<b>Mark</b>	<b>Description</b>	<b>Applic. No.</b>	<b>Applic. Date</b>
Create-A-Space	Name and logo	75/749,883	July 14, 1999

State of Illinois )  
 ) SS  
County of Cook )

On this 31<sup>st</sup> day of May, 2000, before me,  
LAURA L. SINDELAR, the undersigned Notary Public, personally appeared  
Kenneth Gutner  
X 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.

Laura L. Sindelar  
Notary's Signature