

07-24-2000



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06-12-2000

U.S. Patent & TM Ofc/TM Mail Rcpt Dt. #39

U.S. Department of Commerce  
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Effective Date  
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- Merger
- Change of Name
- Other

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Mark if additional names of conveying parties attached

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Execution Date  
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07/21/2000 ASCOTT 00000145 75469790

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01 FC:481 40.00 OP  
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Name

Address (line 1)

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**Correspondent Name and Address**

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Name

Address (line 1)

Address (line 2)

Address (line 3)

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**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)**

**Registration Number(s)**

<input type="text" value="75469790"/>	<input type="text" value="75134160"/>	<input type="text" value="75348236"/>
<input type="text" value="75134451"/>	<input type="text" value="75467020"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1950169"/>	<input type="text" value="2245548"/>	<input type="text" value="2157481"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Brian R. McGinley

Name of Person Signing

Signature

June 8, 2000

Date Signed



**ASSIGNMENT**

06-12-2000

U.S. Patent & TMOft/TM Mail Rcpt Dt. #39

This Assignment, dated as of December 14<sup>th</sup>, 1999, is by and between Empire Candle, LLC, a Kansas Corporation, ("ASSIGNOR"), and Empire Candle Manufacturing LLC, a Kansas limited liability company ("EMPIRE MANUFACTURING").

WITNESSETH:

WHEREAS, ASSIGNOR owns certain intellectual property rights, specifically set forth on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, EMPIRE MANUFACTURING desires to purchase and acquire the Trademarks from ASSIGNOR, and ASSIGNOR desires to sell, assign and transfer the Trademarks to EMPIRE MANUFACTURING;

NOW, THEREFORE, the parties hereto agree as follows:

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto EMPIRE MANUFACTURING, a limited liability company organized in the State of Kansas, country of United States of America, and its successors, assigns and legal representatives, its entire right, title and interest in and to the Trademarks together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademark with the right to sue for and collect damages.

ASSIGNOR also hereby sells, assigns and transfers unto EMPIRE MANUFACTURING its entire right, title and interest in and to the Trademarks and in and to applications for foreign trademarks therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of the Trademarks in foreign countries, and ASSIGNOR further authorizes EMPIRE MANUFACTURING to apply for foreign protection of the Trademarks in foreign countries directly in its own name, and to claim the priority of the filing date of the Trademarks of the United States of America under the provisions of any and all international conventions and treaties.

ASSIGNOR agrees that, when requested, it will sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Trademarks in all countries and for vesting title thereto in EMPIRE MANUFACTURING, its successors, assigns and legal representatives or nominees.

ASSIGNOR covenants to EMPIRE MANUFACTURING, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

EMPIRE CANDLE, INC.,  
a Kansas corporation

Dated: \_\_\_\_\_

By: *Narash Nakra*

Title: President

**ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

On the 14<sup>th</sup> day of December, 1999, before me personally appeared Narash Nakra, known to me or proved to me on the basis of satisfactory evidence to be the President of EMPIRE CANDLE, INC. described in and who acknowledged the foregoing instrument and swore and acknowledged that he executed the same as his free act and deed.

*Helen M. Friedli*  
Notary Public

My commission expires: \_\_\_\_\_



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**EXHIBIT A**

**Registered Trademarks**

<b>U.S. Registration Number</b>	<b>Trademark</b>	<b>Registration Date</b>
1,950,169	HEARTH-LIGHT	1/23/1996
2,245,548	OLD COUNTRY	5/18/1999
2,157,481	QUALITY HILL	5/12/1998

**Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Date Filed</b>
CALICO CANDLE	75/469,790	4/17/1998
HARMONY	75/134,160	7/15/1996
NATURE'S BOUNTY	75/348,236	8/28/1997
REVERIE	75/134,451	7/15/1998
RICHLY SCENTED CANDLE	75/467,020	4/13/1998