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To the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20513, and all other offices of the Patent and Trademark Office, for the filing of the enclosed documents or copy thereof.

1. Name of conveying party(ies):

Darda, Inc., USA

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation (State - New Jersey)
- Other _____

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

2. Name and Address of receiving party(ies)

Name: Life-Like Products LLC

Address: 1600 Union Avenue
Baltimore, Maryland
21211

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation (State - _____)
- Other Limited Liability Corporation (State - Delaware)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 15, 2000

4. Application number(s) or registration number(s):

1,581,719 (DARDA)

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **1,311,812 (PAINT-ON)**

Additional numbers attached? Yes No

1,639,765 (THE FRIDGE)

5. Name and address of party to whom correspondence concerning document should be sent:

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$ 90.00

Enclosed

Any deficiency is authorized to be charged to
Deposit Account No. 111098

8. Deposit Account No.

(Attach duplicate copy of this page if paying by deposit account)

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.

MIRANDA BIVEN

Name of Person Signing

Miranda Biven

Signature

7/6/2000

Date

Total number of pages including cover sheet, attachments, and document: 8

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

08/02/2000 11:01 AM 00000008 1581719

50.00 DP

40.00 DP

50.00 DP

TRADEMARK
REEL: 002113 FRAME: 0782

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, ("Assignment") is made and entered into as of this 15th day of June 2000, ("Effective Date"), by and between Darda Inc., USA, a New Jersey corporation, with its principal office at 1600 Union Avenue, Baltimore, Maryland 21211 ("Assignor"), and Life-Like Products LLC, a Delaware limited liability company, with its principal office at 1600 Union Avenue, Baltimore, Maryland 21211 ("Assignee").

WHEREAS, Assignor, Life-Like Products, Inc. and Assignee have entered into that certain Asset Acquisition Agreement dated as of the 15 day of June, 2000 (the "Acquisition Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets of Assignor's business, including without limitation (a) those United States trademark applications and registrations identified and set forth on Schedule A; (b) those foreign trademark applications and registrations identified and set forth on Schedule B (all of the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, execution of this Assignment is a condition to the consummation of the transactions contemplated by the Acquisition Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would

have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Trademarks.

This Assignment may be executed in counterparts, each of which shall be deemed an original,
but all of which together shall constitute one and the same instrument.


* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

15th day of June, 2000.

DARDA INC., USA

By: 

Name: SOLOMON KRAMER

Title: CHAIRMAN OF BOARD

LIFE-LIKE PRODUCTS, LLC

By: 

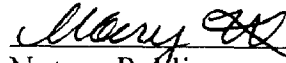
Name: DOUGLAS A. BROWN

Title: EXECUTIVE VICE PRESIDENT

STATE OF)
) ss.:
COUNTY OF)

On this 15th day of June 2000, there appeared before me GOLDMAN KRAMER, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Darda Inc., USA.

MARY WEBER
Notary Public, State of New York
No. 01WEG026504
Qualified in Suffolk County
Commission Expires June 14, 2001

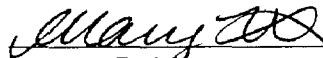


Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this 15th day of June 2000, there appeared before me DOUGLAS A. BROWN, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Life-Like Products LLC.

MARY WEBER
Notary Public, State of New York
No. 01WEG026504
Qualified in Suffolk County
Commission Expires June 14, 2001



Notary Public

SCHEDULE A

U.S. TRADEMARKS

TRADEMARK	REG. NUMBER	REG. DATE
DARDA	1,581,719	2/6/90
PAINT-ON	1,311,812	1/1/85
THE FRIDGE	1,639,765	4/2/91

SCHEDULE B

FOREIGN TRADEMARKS

TRADEMARK	COUNTRY	REG. NUMBER	REG. DATE
THE FRIDGE	Canada	TMA 369909	6/29/90
DARDA	Canada	TMA 184574	7/28/72
DARDA	Mexico	385 999	11/6/90
DARDA & DESIGN	United Kingdom	B962 432	7/14/70

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