

09-18-2000



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COVER SHEET
ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8.15.00

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Stiffel Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

2. Name and address of receiving party(ies)

Name: Salton, Inc.

Internal Address: _____

Street Address: 550 Business Center DriveCity: Mt. Prospect State: IL ZIP: 60056

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

If assignee is not domiciled in the United States, a domestic representative designee 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: August 10, 2000

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

A. Trademark Application No.(s)

75/358,416

B. Trademark Registration No.(s)

1,692,7981,078,3311,692,7991,180,021Additional numbers attached? ☐ Yes ☒ No

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

Name: Carol Anne Been

Internal Address: _____

Sonnenschein Nath & Rosenthal8000 Sears TowerStreet Address: 233 S. Wacker DriveCity: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

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Statement and signature.

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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.

Carol Anne Been

Name of Person Signing

Carol Anne Been / alb

Signature

August 15, 2000

Date

Total number of pages including cover sheet, attachments, and document: 6Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20540TRADEMARK
REEL: 002138 FRAME: 0474

ASSIGNMENT OF TRADEMARKS

QUIT CLAIM ASSIGNMENT OF TRADEMARKS WITH GOODWILL

THIS ASSIGNMENT made this 10th day of August, 2000, is from PATRICK D. CAVANAUGH, not in his individual capacity, but solely as Trustee-Assignee ("Assignor") under the Trust Agreement and Assignment for the Benefit of Creditors of The Stiffel Company ("Stiffel"), dated as of May 23, 2000 to Salton, Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor (as Trustee/Assignee for the Benefit of Creditors and on behalf of Stiffel) has rights in the trademarks Stiffel, Northbrook and certain other trademarks, including, without limitation, the U.S. Trademark Registrations listed on Schedule A to the Trademark Security Agreement, dated as of October 2, 1995, a copy of which is attached hereto, and further pending applications, each for use in connection with, among other things, electric lamps (collectively the "Trademarks"), in the various countries listed in Schedule A; and

WHEREAS, Assignee wishes to acquire all of Assignor's and Stiffel's rights in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor (as Trustee/Assignee for the Benefit of Creditors and on behalf of Stiffel) hereby sells, assigns, transfers, conveys and forever quit claims to Assignee, as a successor to a portion of the business of Assignor to which the Trademarks pertain, which business is ongoing and existing, without representation or warranty by or recourse against Assignor of any kind (except as set forth in Article 4 of that certain Asset Purchase Agreement, dated as of August 10, 2000, by and between Assignor and Assignee), all of Assignor's (as Trustee/Assignee for the Benefit of Creditors and on behalf of Stiffel) right, title and interest in and to the Trademarks, together with the goodwill of the Stiffel business which is associated with and symbolized thereby, the right to bring action and recover for damages and profits and all other remedies for past infringements thereof and the right to obtain any registrations thereon, as fully and entirely as the same would have been held and enjoyed by Assignor (as Trustee/Assignee for the Benefit of Creditors and on behalf of Stiffel) had this Assignment not been made.

2. This Assignment shall be governed by the internal laws of the State of Illinois without regard to its conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

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

Assignor:

Patrick D. Cavanaugh

Patrick D. Cavanaugh, not in his individual capacity, but solely as Trustee-Assignee ("Assignor") under the Trust Agreement and Assignment for the Benefit of Creditors of The Stiffel Company, dated as of May 23, 2000

THE STIFFEL COMPANY

By: Patrick D. Cavanaugh

Patrick D. Cavanaugh, not in his individual capacity, but solely as Trustee-Assignee ("Assignor") under the Trust Agreement and Assignment for the Benefit of Creditors of The Stiffel Company, dated as of May 23, 2000

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, PATRICIA S. IRMITER, a Notary Public in and for the county and state aforesaid, do hereby certify that Patrick D. Cavanaugh, personally known to me to be the same person whose name is subscribed to the foregoing instrument and to be acting as Trustee-Assignee under the Trust Agreement and Assignment for the Benefit of Creditors of The Stiffel Company, dated as of May 23, 2000, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 11th day of August, 2000.

Patricia S. Irmiter

Notary Public



Schedule A

TRADEMARKS

U.S. Trademarks and Service Mark Registrations

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
"Glenview"	6/9/92	1,692,798
"Northbrook"	6/9/92	1,692,799
"Stiffel"	11/29/77	1,078,331
"Stiffel" (and Design)	12/1/81	1,180,021

U.S. Trademark and Service Mark Applications

<u>Trademark</u>	<u>Application Date</u>	<u>Application No.</u>
"Stiffel"	9/17/97	75/358,416

Foreign Trademark and Service Mark Registrations

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Country</u>
Stiffel	--	433559	Benelux
Stiffel (and Design)	10/5/84	295,846	Canada
Stiffel of Canada	10/5/84	295,845	Canada
Stiffel	9/23/83	283,481	Canada
Swirl Design	2/24/84	288,242	Canada
Stiffel	--	1390762	France
Stiffel	7/16/80	1004847	Germany
Stiffel	--	1076031	United Kingdom
Stiffel	--	600,399 or 600,398	Taiwan
Stiffel	--	344757 (App No. 97 456 Milano)	Italy

Foreign Trademark Applications

Stiffel	--	229,484	Mexico
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