

8.29.00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-21-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101465472

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

75290268

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

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.)

FOR OFFICE USE ONLY

09/21/2000 NTHA11 00000126 75290268

01 FC:481
02 FC:482
40.00 OP
752-00-00

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, D.C. 20231

TRADEMARK
REEL: 002142 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)

Registration Number(s)

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.

Karoline K. Shair

Karoline K. M. Shair

8/24/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership 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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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| <input type="text" value="75/480,816"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75/903,780"/> | <input type="text"/> | <input type="text"/> |
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ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks Agreement is entered into as of June 30, 2000 by and between Xonex International, Inc., an Ohio corporation having a principal place of business at 4400 Renaissance Parkway, Cleveland, Ohio 44128 ("Assignor"), and Natural Science Industries, Ltd., a New York corporation having a principal place of business at 910 Orlando Avenue, West Hempstead, New York 11552 (the "Assignee").

Introduction.

The Assignor is the sole and exclusive owner of the entire right, title and interest in and to the patents, patent applications, trademarks, trademark registrations and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof (the "Marks"). Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the Marks have been used.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

Section 1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to the Marks, together with the business and goodwill of the business in connection with which the Marks had been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and 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 the Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the effective date of this assignment 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

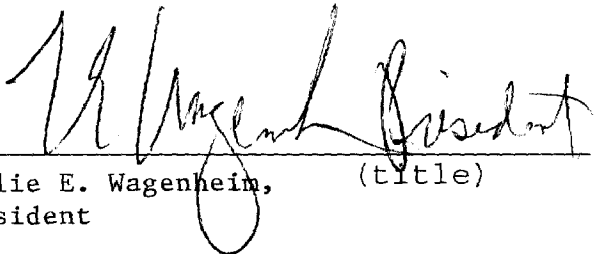
Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Section 2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable 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): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks, (b) in the prosecution or defense of any cancellation, 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, (c) 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 any or all foreign countries and (d) in the implementation or perfection of this Agreement.

Section 3. Miscellaneous. This Agreement represents the entire agreement and understanding between the parties and may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. One or more counterparts may be delivered via telecopier, and any such telecopied counterpart shall have the same force and effect as an original counterpart hereof.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first above written.

XONEX INTERNATIONAL, INC.

By 
Leslie E. Wagenheim, (title)
President

NATURAL SCIENCE INDUSTRIES, LTD.

By _____
(title)

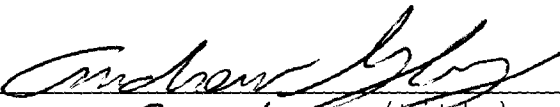
[Signature page to Assignment of Patents and Trademarks]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first above written.

XONEX INTERNATIONAL, INC.

By _____
(title)

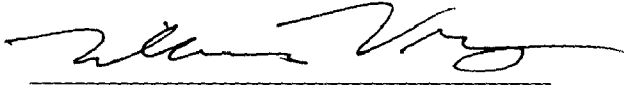
NATURAL SCIENCE INDUSTRIES, LTD.

By  _____
President (title)

[Signature page to Assignment of Patents and Trademarks]

STATE OF NEW YORK
COUNTY OF Queens

Before me this 30th day of June, 2000, personally appeared the above-named President of NATURAL SCIENCE INDUSTRIES, LTD., and acknowledged the foregoing instrument to be the free act and deed of Assignor, before me,




Notary Public
My Commission Expires 2/10/2001

WILLIAM VOGTS
Notary Public, State of New York
No. 01V05073031
Qualified in Queens County
Commission Expires February 10, 2001

STATE OF OHIO
COUNTY OF Cuyahoga

Before me this 28 day of June, 2000, personally appeared the above-named President of XONEX INTERNATIONAL, INC., and acknowledged the foregoing instrument to be the free act and deed of Assignor, before me,



Notary Public
My Commission Expires _____

CONNIE BURICH
Notary Public, State of Ohio
My Commission Expires April 28, 2003

SCHEDULE A

| <u>Mark</u> | <u>First use date</u> | <u>Use</u> |
|---|-----------------------|---|
| XONEX Serial No. 75-290268 | 7-99 | Retail and wholesale outlets and mail order |
| PUNCH ART Serial No. 74-330362 | 8-7-92 | Hole punch |
| POUCHERS Serial No. 74-389892 | 6-4-93 | Reclosable plastic pencil case |
| GLITTER-BRITE Serial No. 74-420728 | 7-26-93 | Paint in squeezable tube |
| STAMP >N= GLO Serial No. 74-524386 | 2-7-93 | Rubber stamps |
| (Design only) Serial No. 75-480815 | 6-1-98 | Document and photo holders |
| MISTER GRIP Serial No. 74-480816 | 6-1-98 | Document and photo holder; push pins |
| POP HALO Serial No, 75-559159 | 7-1-98 | Watches |
| PLAY*LEARN*CREATE Serial No. 75-645685 | 2-10-99 | Art supplies |
| BATHROOM GRAFFITI Serial No. 75-559133 | 2-10-99 | Soap crayons |
| ALPHABET SCULPTURES Serial No. 75-480816 | 5-22-98 | |
| POP BALL Serial No. 75-903780 | 1-27-00 (pending) | |
| PENDABLES Serial No. 76-019387 | 4-6-00 (pending) | |
| MISTER GRIP DESIGNS Serial No. 74-480815 | 5-7-98 (pending) | |
| BABY-WATCH Serial No. 74-436631 | 9-14-93 | Miniature watch |