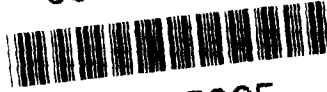


09-22-2000



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US ONLY

IEET

Attorney Docket No. 1027-9-010.2

9.5.00

To the Assistant Commissioner for Patents

1. Name of conveying party(ies):

Dennis Garrison and Robert Feffer Partnership, The  
(Partnership) POPPER STOPPERS

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name

Other: \_\_\_\_\_

Execution Date: August 28, 2000; July 29, 2000

2. Name and address of receiving party(ies):

Name: Middle Atlantic Products, Inc.

Address: 8 North Corporate Drive

P.O. Box 29

Riverdale, New Jersey 07467

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

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Trademark Registration No.(s)

U.S. Trademark Registration No. 1,995,140

Additional numbers attached?  Yes  No

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

Name: DAVID A. JACKSON

Address: KLAUBER & JACKSON

411 Hackensack Avenue, 4th Floor

Hackensack, New Jersey 07601

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account, if necessary for overages or underpayments only

8. Deposit account number:

11-1153

(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

David A. Jackson, Reg. No. 26,742  
Name of Person Signing

Signature

9/1/2000  
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents  
Box Assignments  
Washington, D.C. 20231

09/20/2000 DWGUYEN 00000230 1995140

01 FC:481

40.00 DP

ASSIGNMENT

WHEREAS, DENNIS GARRISON and ROBERT FEFFER PARTNERSHIP, THE (PARTNERSHIP) POPPER STOPPERS, (hereinafter called "ASSIGNORS") having a last known place of business at 15152 Green Leaf Avenue, P.O. Box 6010-658, Sherman Oaks, California 91403, is the record owner and Registrant of a certain United States Trademark Registration (hereinafter "THE REGISTRATION"), and of the Trademark of said Registration and the good will associated therewith; said Registration identified as follows below:

<u>TRADEMARK</u>	<u>U.S. REGISTRATION NO.</u>	<u>DATE OF ISSUANCE</u>
POPPER STOPPERS	1,995,140	AUGUST 30, 1996

and

WHEREAS, MIDDLE ATLANTIC PRODUCTS, INC., a New Jersey Corporation, having its principal offices at 8 North Corporate Drive, P.O. Box 29, Riverdale, New Jersey 07467, (hereinafter called "ASSIGNEE") acquired the assets of DENNIS GARRISON and ROBERT FEFFER PARTNERSHIP, THE (PARTNERSHIP) POPPER STOPPERS, said assets acquired on December 11, 1996, said assets including the said Trademark, the said Registration and the appurtenant goodwill; and

WHEREAS, both parties desire to confirm that ASSIGNEE has acquired and holds all right, title and interest in, and to the Trademark, the Registration, and to the trade identification and good will symbolized thereby;

NOW, THEREFORE, for such good and valuable consideration as has been previously tendered, the receipt of which is hereby acknowledged, ASSIGNORS confirm that they have

sold, assigned and transferred and set over, unto ASSIGNEE, its successors and assigns, the entire right, title and interest for the United States, its territories, dependencies and possessions and for all foreign countries, in and to the Trademark, the Registration, and the good will of the business symbolized by the Trademark and the Registration, to be held and enjoyed by ASSIGNEE, its successors and assigns, for its own use and behoof and for the use and behoof of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS if this Agreement had not been made, together with all claims for damages by reason of past infringement of the Trademark and/or the Registration and the right to sue for damages and collect the same for its own use and behoof, and for the use and behoof of its successors and assigns.

ASSIGNORS hereby covenant and agree that they will at the request and expense of ASSIGNEE, execute or have executed any and all other instruments, and do all other acts which ASSIGNEE, its successors and assigns, may deem necessary or expedient in order to protect, and vest in ASSIGNEE, its successors and assigns, the entire right, title and interest for the United States, its territories, dependencies and possessions, and for all foreign countries, in and to the said Trademark and the Federal Trademark Registration presently issued thereon and listed above.

IN TESTIMONY WHEREOF, ASSIGNORS have caused these presents to be duly executed this day of July, 2000, it being understood that this Agreement is effective *nunc pro tunc* as of December 11, 1996.

Dated: 8-28-00

Dennis Garrison  
DENNIS GARRISON, individually and as  
50% partner of POPPER STOPPERS

Dated: 7/29/00

Robert Feffer  
ROBERT FEFFER, individually and as  
50% partner of POPPER STOPPERS

State of California )  
                                  ) ss:  
County of Los Angeles )

On this 28<sup>th</sup> day of August, 2000, before me personally appeared DENNIS GARRISON, to me known, and known to me to have been a partner of POPPER STOPPERS, among the ASSIGNORS above named and acknowledged to me that he executed the foregoing instrument on behalf of the said ASSIGNORS and pursuant to authority duly received.

Denise Wolff - Denise Wolff  
NOTARY PUBLIC

SEAL)

