



RECORD

12-28-2000

Docket No.:

H001 T00621, 622,623

12-05-2000

TRAD



Tab settings

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

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To the Honorable Commissioner of Patents and Trademarks, 1500 Patent Building, Washington, DC 20503, for the attached original documents or copy thereof.

1. Name of conveying party(ies):

Shield Lenscare Products, Inc.

12-5-00

- Individual(s)
- General Partnership
- Corporation-State Iowa
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

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

Name: The Hilsinger Company L.P.

Internal Address: \_\_\_\_\_

Street Address: 33 West Bacon Street, P.O. Box 1538

City: Plainville State: MA ZIP: 02703

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership Delaware

Corporation-State \_\_\_\_\_

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

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

Execution Date: June 23, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,153,190      1,495,099      1,536,028

Additional numbers  Yes  No

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

Name: David R. Josepchs, Esquire

Internal Address: Barlow, Josepchs & Holmes, Ltd.

Street Address: 101 Dyer Street, 5th Floor

City: Providence State: RI ZIP: 02903

6. Total number of applications and registrations involved:.....

03

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-0900

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.

Cynthia M. Branca

Name of Person Signing

Cynthia M. Branca

Signature

Dec. 1, 2000

Date

Total number of pages including cover sheet, attachments, and

06

TRADEMARK

REEL: 002201 FRAME: 0890

# IOWA

No. 00103029  
Date: 06/24/1999

## SECRETARY OF STATE

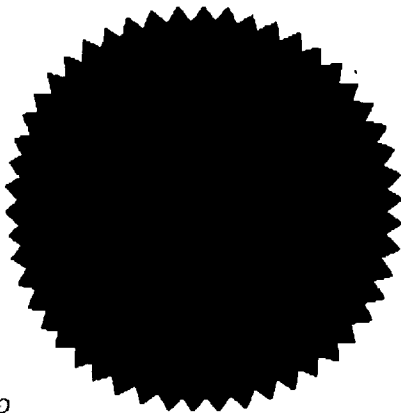
490 DP-000037218  
C T CORPORATION SYSTEM  
NANCY

DES MOINES, IA 50312

### CERTIFICATE OF EXISTENCE

Name: SHIELD LENS CARE PRODUCTS, INC.  
Begin date: 19660120  
Expiration: PERPETUAL

I, CHESTER J. CULVER, secretary of state of the state of Iowa, custodian of the records of incorporations, certify that the corporation is in existence and was duly incorporated under the laws of Iowa on the date printed above, that all fees required by the Iowa Business Corporation Act have been paid by the corporation, that the most recent biennial corporate report has been filed by the secretary of state, and that articles of dissolution have not been filed.



CHESTER J. CULVER SECRETARY OF STATE



## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into as of June 11, 1999, by and among (i) THE HILSINGER COMPANY L.P., a Delaware limited partnership (the "*Buyer*"), (ii) SHIELD LENS CARE PRODUCTS, INC., an Iowa corporation (the "*Seller*") and (iii) Susan Miller, Fred Baron, Judith Baron and Gary Baron, who collectively own all of the issued and outstanding capital stock of the Seller (each such person is referred to singularly as a "*Stockholder*" and such persons are referred to collectively as the "*Stockholders*"). The Buyer, the Seller and the Stockholders are referred to collectively herein as the "*Parties*" and singularly as a "*Party*".

This Agreement contemplates a transaction in which the Buyer will purchase substantially all of the assets (and assume certain of the liabilities) of the Seller in return for cash.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties hereby agree as follows.

1. *Definitions.*

"*Acquired Assets*" means all right, title, and interest in and to all of the assets of the Seller, including without limitation all of its (a) real property, leaseholds and subleaseholds therein, improvements, fixtures, and fittings thereon, and easements, rights-of-way, and other appurtenants thereto (such as appurtenant rights in and to public streets), (b) tangible personal property (such as machinery, equipment, inventory, materials, supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tools, jigs, and dies), (c) Intellectual Property, goodwill associated therewith, licenses and sublicenses (to the extent transferable) granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (d) leases, subleases, and rights thereunder, (e) agreements (including employment agreements), Contracts, indentures, mortgages, instruments, insurance policies (to the extent transferable), i.e., all of Seller's insurance policies except Seller's workers compensation policy with State Fund Mutual Insurance, Security Interests, guaranties, other similar arrangements, and rights thereunder, (f) accounts, notes, and other receivables, (g) claims, deposits, prepayments (except for those prepayments specifically constituting Excluded Assets), refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of Taxes), (h) franchises, approvals, Permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, (i) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, schematics, diagrams, test procedures and specifications, creative materials, catalogs, advertising and promotional materials, studies, reports, and other printed or written materials and (j) any Cash held as a result of deductions by Seller from the paychecks of any of Seller's employees pursuant to one or more of the Employee Benefit Plans set forth in §4(w) of the Seller's Disclosure Schedule; *provided, however*, that the Acquired Assets shall not include any of the "Excluded Assets."

"*Adjustment Payment*" means the payment by the Buyer to the Seller of the amount by which the Purchase Price exceeds the sum of the Closing Payment and the Receivables Amount, as that term is defined in §8(j) below, if any, or the payment by the Seller to the Buyer of the amount by which the sum of the Closing Payment and the Receivables Amount exceeds the Purchase Price, as the case may be.

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 24th day of June, 1999, by Shield Lenscare Products, Inc., an Iowa corporation (the "Assignor"), in favor of The Hilsinger Company L.P., a Delaware limited partnership (the "Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of June 11, 1999 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the servicemarks, trademarks and trade names of the Assignor. Pursuant to the Agreement, Assignor has agreed to execute such other instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such cases.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including, without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

This Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the principles of conflict of laws thereof.

171296

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

SHIELD LENS CARE PRODUCTS, INC.

By [Signature]  
Name: Susan Miller  
Title: Vice President

STATE OF MINNESOTA )  
                                  ) ss.:  
COUNTY OF HENNEPIN )

On this 23th day of June, 1999, before me, the undersigned officer, personally appeared Susan Miller, who acknowledged herself to be the Vice President of Shield Lenscare Products, Inc., a corporation, and that she, as the Vice President of such corporation, executed the foregoing instrument for the purposes therein contained and as his/her and its free act and deed.

Witness my hand and official seal.

[Signature]  
Notary Public  
My commission expires:



1812896

## SCHEDULE A

Registered Servicemarks and Trademarks

	<u>Servicemark or Trademark</u>	<u>U.S. or Canadian Registration No.</u>	<u>Registration Date</u>
1.	Opti-Cloth®	1,153,190	May 5, 1981
2.	Opti-Wipe®	1,495,099	July 5, 1988
3.	Shield®	1,536,028	April 25, 1989

Unregistered Servicemarks and Trademarks

1. AR Kleener
2. Professional Lens Kleener
3. Kids Kleen™
4. Shield Shine™
5. Wipe 'N Kleen™
6. Fog Stick™
7. Poly Kleen™
8. Shield Kote™
9. Optical Hand Soap™
10. "Lint-Less" Hand Towels™
11. Lens Care Center™
12. Soni-Kleen™
13. Airspray™

Pending Servicemark or Trademark Applications

<u>Servicemark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
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Trade Names