

02-16-2001

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Docket No.:

42866-000001



Tab settings

To the Honorable Commissioner of Patents

101614448

attached original documents or copy thereof.

1. Name of conveying party(ies):

Schwarzbaum Industry & Holding Company d/b/a
Imperial Crystal & China Co.

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

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

3. Nature of conveyance:

2-8-01

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

Execution Date: August 4, 1997

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

Name: Syratech Corporation

Internal Address:

Street Address: 175 McClellan Highway

City: East Boston State: MA ZIP: 02128

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,896,271
1,898,803

Additional numbers Yes No

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

Name: Mark J. Speciner, Esq.

Internal Address: Buchanan Ingersoll, P.C.

Street Address: 140 Broadway

City: New York State: NY ZIP: 10005

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

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1448

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DO NOT USE THIS SPACE

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01 FC:401 40.00 DP
02 FC:402 25.00 DP

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.

Mark J. Speciner

Name of Person Signing

Signature

February 5, 2000

Date

5

Total number of pages including cover sheet, attachments, and

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated ^{August 4} ~~July~~, 1997, by and between SCHWARZBAUM INDUSTRY & HOLDING COMPANY, L.L.C., d/b/a Imperial Crystals & China Co., a New Jersey limited liability company ("Assignor"), and SYRATECH CORPORATION, a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks listed on Schedule 1 annexed hereto, including all registrations therefor (collectively, the "Trademarks") and the goodwill of the business symbolized by the Trademarks;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said Trademarks (including all registrations therefor) and the goodwill of the business symbolized by the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer, assign and otherwise convey to Assignee all of Assignor's right, title and interest throughout the world, in, to and under the following:

1. the Trademarks and any renewals thereof;
2. the goodwill symbolized by and associated with the business conducted under said Trademarks; and
3. the right to sue for past, present and future infringement of the Trademarks.

Assignor hereby agrees promptly to execute all papers and to perform such other proper acts reasonably necessary to secure to Assignee, or to its successors and assigns, the rights hereby transferred, including but not limited to Assignor's execution of assignments in recordable form within a reasonable amount of time after the date hereof in each jurisdiction where trademark or service mark registrations or applications may be issued or pending. Further, upon Assignee's request, Assignor agrees to cooperate fully with Assignee in obtaining assignments in recordable form from Assignor's predecessors-in-interest in all jurisdictions where such assignments may be necessary to complete the "chain of title" to Assignee or to its successors or assigns.

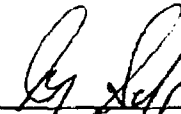
This Trademark Assignment is governed by the laws of the Commonwealth of Massachusetts, applicable to contracts made and performed wholly within the Commonwealth, without reference to its conflicts of laws provisions, and the trademark laws of the United States, as applicable.

Doc#: D84:76010.1 24-068

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed by its officer thereunto duly authorized as of this 4th day of ~~July~~, 1997.

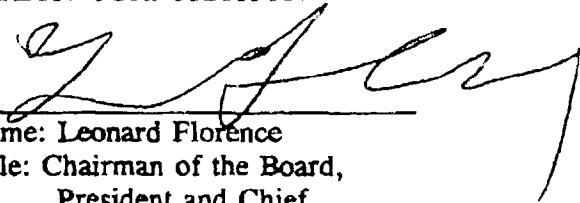
August

SCHWARZBAUM INDUSTRY & HOLDING COMPANY, L.L.C.,
d/b/a Imperial Crystals & China Co.

By 
Name: Irving Schwarzbaum
Title: President and Managing Member

Acknowledged and Agreed to:

SYRATECH CORPORATION

By 
Name: Leonard Florence
Title: Chairman of the Board,
President and Chief Executive Officer

STATE OF NEW JERSEY)
 : ss.:
 COUNTY OF ESSEX)

On the ~~11~~⁴ day of ~~July~~^{August}, 1997, before me personally came Irving Schwarzbaum, to me personally known and known to me to be the person described in and who executed the foregoing instrument as President and Managing Member of SCHWARZBAUM INDUSTRY & HOLDING COMPANY, L.L.C., d/b/a Imperial Crystals & China Co., the limited liability company described in and which executed the foregoing instrument, who being by me duly sworn, did depose and say that he resides at 10 Lakeview Drive, West Orange, New Jersey 07052; that he is the President and Managing Member of the company, that the said instrument was signed on behalf of said company by order of its Managing Member; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.


 Notary Public

BRUCE BUECHLER
 ATTORNEY AT LAW
 STATE OF NEW JERSEY

COMMONWEALTH OF MASSACHUSETTS)

: ss.:

COUNTY OF SUFFOLK)

On the ^{August} 1st of July, 1997, before me personally came Leonard Florence, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Chairman of the Board, President and Chief Executive Officer of SYRATECH CORPORATION, the corporation described in and which executed the foregoing instrument, who being by me duly sworn, did depose and say that he resides at 99 Lyman Road, Chestnut Hill, MA 02167; that he is the Chairman of the Board, President and Chief Executive Officer of the corporation; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Kathleen M. Mazzola

 Notary Public



SCHEDULE A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
IMPERIAL	1,896,271	5/30/95
HERITAGE MASTERS COLLECTION	1,898,803	5/13/95

Doc#:DS4:76010.1 24-068

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RECORDED: 02/08/2001

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