





**DRINKER BIDDLE & REATH LLP**

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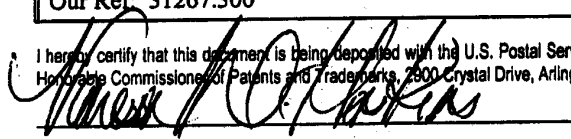
03-06-2001



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<p>1. NAME OF CONVEYING PARTY:</p> <p>American Manufacturing Company, Inc. A Pennsylvania corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>Lehigh Consumer Products Corporation A Pennsylvania corporation 2834 Schoeneck Road Macungie, Pennsylvania 18062-9679</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment </p> <p><input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement</p> <p><input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: <b>February 22, 2001</b></p> <p>3B. EFFECTIVE DATE: <b>February 22, 2001</b></p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached?</p>	<p>4B. TRADEMARK REGISTRATION NO(S):</p> <p>Reg. No. 1,808,645 - CRAWFORD</p> <p>Reg. No. 2,143,640 - BETWEEN THE STUDS</p> <p>Reg. No. 2,250,280 - SMARTRACK</p> <p>Additional numbers attached? NO</p>
<p>Amy E. Carroll, Esq. Drinker, Biddle &amp; Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 (202) 842-8800; Fax: (202) 842-8465</p>	
<p>6. TOTAL NUMBER OF TITLES: 3</p> <p>7. TOTAL FEE: <b>\$90.00 (Check Enclosed)</b></p> <p>8. CHARGE ADDITIONAL FEES TO: <b>DEPOSIT ACCT. #50-0573</b></p> <p>Our Ref: 31267.300</p>	<p>9. The undersigned declares to the best of his/her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p></p> <p>Amy E. Carroll Date: February 23, 2001 Page 1 of 5</p>

I hereby certify that this document is being deposited with the U.S. Postal Services, by First Class Mail, postage prepaid, addressed to Box: Assignments/Fee, The Honorable Commissioner of Patents and Trademarks, 2800 Crystal Drive, Arlington, VA 22202-3513, this 23rd day of February 2001



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02 FC:0933/128956 50.00 OP  
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**TRADEMARK**  
**REEL: 002244 FRAME: 0916**

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of the 22<sup>nd</sup> day of February, 2001 by and between American Manufacturing Company, Inc., a Pennsylvania corporation, with a place of business at 7620 Cetronia Road, Allentown, Pennsylvania 18106-9299 ("Assignor") and Lehigh Consumer Products Corporation, a Pennsylvania corporation, with a place of business at 2834 Schoeneck Road, Macungie, Pennsylvania 18062-9679 ("Assignee").

WHEREAS, Assignor has used and is using marks listed on Schedule A hereto (hereinafter, the "Marks"), which are registered in the U.S. Patent and Trademark Office and/or foreign trademark offices or are the subject of pending applications as is detailed in Schedule A, and owns all right, title and interest to the same, including the goodwill associated therewith; and

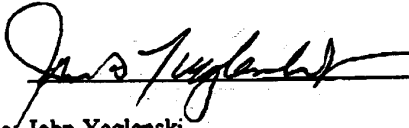
WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks, including the goodwill associated therewith and the registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Marks, including the U.S. and foreign registrations and U.S. applications therefor and the goodwill of the business symbolized thereby.
2. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Marks.
3. Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Marks to Assignee and otherwise carry out the intent of this Assignment.
4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

American Manufacturing Company, Inc.  
a Pennsylvania corporation

By:   
Name: John Yaglenski  
Title: VICE PRESIDENT

ACKNOWLEDGED:

Lehigh Consumer Products Corporation  
A Pennsylvania corporation

By: \_\_\_\_\_

Name: Eugene Marino

Title: Secretary

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

American Manufacturing Company, Inc.  
a Pennsylvania corporation

By: \_\_\_\_\_

Name: John Yaglenski

Title: \_\_\_\_\_

ACKNOWLEDGED:

Lehigh Consumer Products Corporation  
A Pennsylvania corporation

By: Eugene Marino

Name: Eugene Marino

Title: Secretary

**Schedule A**

<b>Country</b>	<b>Mark</b>	<b>Reg. No. (Serial No.)</b>	<b>Reg. Date (Filing Date)</b>
United States	CRAWFORD	1,808,645	11/30/93
Canada	CRAWFORD	478,738	7/18/97
United States	BETWEEN THE STUDS	2,143,640	3/10/98
United States	SMARTRACK	2,250,280	6/1/99

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RECORDED: 02/26/2001

TRADEMARK  
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