

04-06-2001



RF

IEET

101657006

3-1601

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
- Security Agreement
- Merger
- Change of Name
- Other

**CANCELLED**

Identified by

Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

**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**

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

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.)

04/05/2001 DBYRNE 00000343 2246145

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 200.00 DP

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: 002264 FRAME: 0638**

**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

860-275-8200

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.

#

7

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2246145"/>	<input type="text" value="1301018"/>	<input type="text" value="1460042"/>
<input type="text" value="2107058"/>	<input type="text" value="1465453"/>	<input type="text" value="0814025"/>
<input type="text" value="1528228"/>	<input type="text" value="0808178"/>	<input type="text" value="0808641"/>

**Number of Properties**

Enter the total number of properties involved.

#

9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

240.00

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:

#

18-1685

Authorization to charge additional fees:

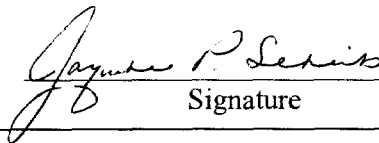
Yes

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.

Jacqueline P. Scheib  
Name of Person Signing

  
Signature

3/16/01  
Date Signed

**RECORDATION FORM COVER SHEET**  
**CONTINUATION**  
**TRADEMARKS ONLY**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year  
02282001

Name NCH Corporation

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  Corporation

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 the Assignment.)

**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)**



**INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Agreement**”), dated as of February 28, 2001 (the “**Effective Date**”) is from Landmark Direct Corporation, a Texas corporation with principal offices located at 500 Fillmore Avenue, Tonawanda, New York 14150 and that was formerly known as Cornerstone Direct Corporation (“**Landmark**”) and NCH CORPORATION, a Delaware corporation with principal offices located at 2727 Chemsearch Blvd., Irving, Texas, 75062 (“**NCH**”, and together with Landmark, “**Assignor**”), to Executive Greetings, Inc., a Delaware corporation with principal offices located at 120 Industrial Park Access Road, Route 219, New Hartford, CT 06057 (the “**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the intellectual property described on Schedule A (the “**Intellectual Property**”) attached hereto; and

WHEREAS, for good and valuable consideration and pursuant to a certain Asset Purchase Agreement, dated as of February 28, 2001 (the “**Asset Purchase Agreement**”), by and among the Assignor and Assignee, and upon the terms and conditions set forth below, Assignor desires to assign all of its rights and interests with respect to the Intellectual Property to Assignee and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Asset Purchase Agreement and this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Assignment. Assignor hereby sells, assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Intellectual Property, including without limitation, the right to any registrations thereof, the right to prosecute any applications thereof, the right to have any patents and registrations issued in the name of the Assignee, the right to file for registration thereof in any country in the world with the full benefit of any priorities which may now or in the future be granted by law or by treaty, the right to apply for and obtain any renewals, continuations, continuations-in-part, divisionals, reissues or reexaminations of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.
3. Representations and Warranties. This Agreement is subject to the terms and conditions of the Asset Purchase Agreement and the respective representations, warranties, covenants, agreements and obligations made in the Asset Purchase Agreement by the parties to the Asset Purchase Agreement are incorporated herein by reference, constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement to the extent provided in Article 8 of the Asset Purchase Agreement.

4. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective administrators, personal and legal representatives, successors, and permitted assigns.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Connecticut.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

*[next page is the signature page]*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

**LANDMARK DIRECT  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**NCH CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**EXECUTIVE GREETINGS, INC.**

By: *Lee S. Bracken*  
Name: *Lee S. Bracken*  
Title: *President / CEO*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

**LANDMARK DIRECT CORPORATION**

By: *M.A. Taylor*  
Name: *Mart A. Taylor*  
Title: *Authorized Representative*

**NCH CORPORATION**

By: *M.A. Taylor*  
Name: *Mart A. Taylor*  
Title: *Authorized Representative*

**EXECUTIVE GREETINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

STATE OF Connecticut )  
 ) :ss Hartford  
COUNTY OF Hartford )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2001, by Lee S. Bracken of Landmark Direct Corporation as his act and deed, and the free act and deed of said corporation.

Carolyn A. Benjamin  
Notary Public  
My commission expires 9-30-04

STATE OF )  
 ) :ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_ of NCH Corporation as his act and deed, and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires

STATE OF )  
 ) :ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_ of Executive Greetings, Inc. as his act and deed, and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:



STATE OF )  
 ) :ss  
COUNTY OF )

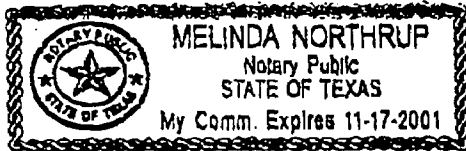
The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2001, by Matt A Taylor of Landmark Direct Corporation as his act and deed, and the free act and deed of said corporation.



Melinda Northrup  
Notary Public  
My commission expires

STATE OF )  
 ) :ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2001, by Matt A Taylor of NCH Corporation as his act and deed, and the free act and deed of said corporation.



Melinda Northrup  
Notary Public  
My commission expires

STATE OF )  
 ) :ss  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_ of Executive Greetings, Inc. as his act and deed, and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

# SCHEDULE A

## Intellectual Property

### U.S. Registered Trademarks:

	Registrations	
	United States Patent and Trademark Office	
<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TIMEWISE	Reg. No. 2246145	Reg. Date: 5/18/99
CADDYLAK	Reg. No. 2107058	Reg. Date: 10/21/97
CADDYLAK SYSTEMS	Reg. No. 1528228	Reg. Date: 3/7/89
TURNKEY	Reg. No. 1301018	Reg. Date: 10/16/84
ACTRA DECALS	Reg. No. 1465453	Reg. Date: 11/17/87
CHANGE-A-BOARD	Reg. No. 808178	Reg. Date: 5/10/66
ACTRA DECALS	Reg. No. 1460042	Reg. Date: 10/6/87
CADDYLAK	Reg. No. 814025	Reg. Date: 8/30/66
TIMEWISE	Reg. No. 808641	Reg. Date: 5/17/66