



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

04-23-2001



101683189

Attorney Docket No.: 43772-1665

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Clifford of Vermont, Inc.

MRO
4.13.01

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

CV Holding Co., Inc.
P.O. Box 51, Route 107
Bethel, VT 05032

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: **Corrective document to correct assignment recorded at Reel 1618, Frame 0185**

Execution Date: **July 29, 1997**

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: **Vermont**
- Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,158,906

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

**Elisabeth Stewart Bradley
C/O TMSU
1800 M Street, N.W.
Washington D.C. 20036-5869**

Telephone: (212) 309-7059
Facsimile: (212) 309-6273
E-Mail: ebradley@morganlewis.com

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
_____ x \$25.00 = \$ _____ .00
Total \$ 40.00

Authorized to be charged to deposit account

8. Deposit account number: **13-4520**

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.

Elisabeth Stewart Bradley
Name of Person Signing

Elisabeth Stewart Bradley
Signature

April 12, 2001
Date

Total number of pages including cover sheet, attachments and document: [3]

CORRECTIVE INTELLECTUAL PROPERTY ASSIGNMENT

This Corrective Intellectual Property Assignment is made as of the 29th day of July, 1997, by and between Clifford of Vermont, Inc., a Vermont corporation (hereinafter "Clifford of Vermont" or "Assignor") and CV Holding Co., Inc., a Vermont corporation (hereinafter "Assignee").

WHEREAS, on July 29, 1997, Clifford of Vermont assigned to Assignee all right, title and interest in and to the trademarks listed on the attached Schedule A (each a "Mark," and collectively the "Marks"), the registrations therefor and the goodwill developed through use of the Marks (the "1997 Assignment");

WHEREAS, in the 1997 Assignment, Assignee was erroneously referred to as "Clifford Holding Company";

WHEREAS, the parties wish to revoke the 1997 Assignment that was recorded with the U.S. Patent and Trademark Office on August 4, 1997 at Reel 1618, Frame 0185 and ratify and confirm the assignment and transfer of all right, title and interest in and to the Marks to the Assignee; and

WHEREAS, Assignee is desirous of acquiring all rights to the Marks, and the registrations therefor;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee, *nunc pro tunc* as of July 29, 1997:

(a) all right, title and interest in and to the Marks, the registrations therefor and the goodwill appurtenant thereto, and

(b) the right to bring suit and recover for damages and profits for past infringements of the Marks.

2. Further Assurances.

(a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of the Marks.

(b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which Assignor has trademark registrations, to issue and to

record the title of Assignee as owner of all right, title and interest in and to the Marks identified in Schedule A, together with the good will developed through use of the Marks.

3. Amendment. No modification or amendment of any provision of this Assignment shall be valid unless in writing and executed by all parties to this Agreement.
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original, but all of which shall constitute one and the same agreement.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
6. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to such subject matter shall be effective.
7. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date hereof.

CLIFFORD OF VERMONT, INC.

By: Barbara S. Persun
Name: Barbara S. Persun
Title: Vice-President

CV HOLDING CO., INC.

By: Barbara S. Persun
Name: Barbara S. Persun
Title: Vice-President

SCHEDULE A

Mark	Registration No.	Registration Date	Status
QUIK-PULL	1,158,906	6/30/81	Registered

7/1255562.1

RECORDED: 04/13/2001

**TRADEMARK
REEL: 002277 FRAME: 0707**