

05-18-2001

FORM PTO-1594

1-31-92 5-4-01 REC



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101722103

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

1. Name of conveying party(ies):  
 Magla Products, Inc.  
 Individual  Association  
 General Partnership  Limited Partnership  
 Corporation  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  yes  no

3. Nature of Conveyance:  
 Assignment  
 Security Agreement  
 Merger  
 Change of Name  
 Other \_\_\_\_\_  
 Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies):  
 Name: Magla Products, L.L.C.  
 Internal Address: \_\_\_\_\_  
 Street Address: 159 South Street MAY - 4 2001  
 City Morristown State NJ Zip 07960  
 Additional name(s) & address(es) attached?  Yes  No

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
75/528,622  
 B. Trademark Registration No.(s)  
 \_\_\_\_\_  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: RALPH W. SELITTO, JR.  
 Internal Address: \_\_\_\_\_  
 Street Address: P.O. BOX 1477  
 City: EDISON State: NEW JERSEY Zip: 08818

6. Total number of applications and trademarks involved: 1  
 7. Total fee (37 CFR 3.41): ----- \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

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.

OMRI M. BEHR  
 Name of Person Signing

Signature

2 May 01  
 Date

Total number of pages comprising cover sheet: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information, Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK  
REEL: 002298 FRAME: 0187

**NUNC PRO TUNC ASSIGNMENT OF UNITED STATES TRADEMARK**

WHEREAS, Magla Products, Inc., a corporation organized and existing under the laws of the State of New Jersey and having a place of business at 159 South Street, Morristown, New Jersey 07960, (hereinafter referred to as the "ASSIGNOR"), was the sole and exclusive owner of U.S. Trademark Application No, 75/528,622 filed July 31, 1998, directed to the trademark WET SOIL, such application being based upon an intent to use that mark.

WHEREAS, Magla Products, L.L.C., a limited liability corporation organized and existing under the laws of the State of New Jersey and having a place of business at 159 South Street, Morristown, New Jersey 07960, (hereinafter referred to as the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to said trademark, the goodwill symbolized thereby, and the Application relating thereto.

WHEREAS, ASSIGNOR assigned the mark, WET SOIL and the Application No. 75/528,622 as part of the entire business of Magla Products, Inc., including that portion to which the mark pertains, to the Assignee by way of a Shareholder Agreement executed on December 1, 1999.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR hereby sells and assigns Nunc Pro Tunc as of December 1, 1999 to the ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest of the ASSIGNOR, in and to said trademark, the goodwill symbolized thereby, and the Application relating thereto (hereinafter collectively referred to as the "ASSETS"), together with all unsatisfied claims for damages by reason of past infringement of said trademark and the right to sue for and collect same.

The ASSIGNOR hereby constitutes and appoints the ASSIGNEE, its successors and assigns, the true and lawful attorney or attorneys of the ASSIGNOR, with full power of substitution, for it and in its name and stead or otherwise, but at the sole expense and on behalf of and for the benefit of ASSIGNEE, its successors and assigns, to institute and prosecute from time to time, any proceedings

at law, in equity or otherwise, that ASSIGNEE, its successors or assigns, may deem proper in order to assert or enforce any claim, right or title of any kind in and to the ASSETS hereby sold and transferred, and to defend and compromise any and all actions, suits or proceedings in respect of any of said ASSETS, and, generally to do any and all such acts and things in relation thereto as ASSIGNEE, its successors or assigns, shall deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. The ASSIGNOR declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by the ASSIGNOR.

This instrument and all of its terms shall inure to the benefit of and shall bind the ASSIGNOR and ASSIGNEE and their respective successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

MAGLA PRODUCTS, INC.


Date: 5/1/01

By:   
Jordan Glatt,  
President

State of New Jersey

County of Union

On this 1st day of May, 2001, before me personally came the above-named Jordan Glatt, who I am satisfied is the person named in the foregoing instrument, who executed the foregoing instrument on behalf of Magla Products, Inc., and who acknowledged to me the same was executed by him of his own free will for the uses and purposes therein set forth.

  
Notary Public

MARION E. BRAXTON  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 17, 2004