

05-30-2001

Received Time Apr. 4. 4:28PM



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COVER SHEET

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

1. Name of Conveying Party:

MRO
5-30-01

United Publications, Inc.

2. Name and Address of Receiving Party:

Elm Communications, Inc. d/b/a Kitchenware News
605 US Route One
Suite 8
Scarborough, Maine 04074

3. Nature of Conveyance:

Assignment of Trademarks
Date: March 16, 2001

4. Trademark Registration/Serial Nos.

1,934,469 KITCHENWARE NEWS

5. Party to whom correspondence concerning document should be mailed:

James F. Keenan, Esq.
Bernstein, Shur, Sawyer & Nelson
100 Middle Street, P.O. Box 9729
Portland, ME 04104-5029

6. Total Number of registrants: 1

403

7. Total Fee: \$40.00 Enclosed

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and correct copy of the original document.

UNITED PUBLICATIONS, INC.

ELM COMMUNICATIONS, INC.
d/b/a KITCHENWARE NEWS

Name: J.G. Talbot, Jr.
Title: President
Date: 4/27/01

Name: JAMES S. McNeil
Title: President
Date: 05/07/01

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT (the "Assignment"), made effective this 16th day of March, 2001 by and between United Publications, Inc., a Maine corporation with its principal place of business in Yarmouth, Maine ("Assignor"), _____ a Maine corporation ("Gordon"), and Elm Communications, Inc., doing business as Kitchenware News, a Maine corporation with its principal place of business in Scarborough, Maine ("Assignee").

WHEREAS, Assignee is a corporation engaged in the business of, among other things, creating and publishing newspapers on the subject of retail sales of various kitchen, cooking and dining appliances, cookware, glassware, linen, utensils and other related products (the "Product"); and

WHEREAS, Assignor adopted and had used the trademark **KITCHENWARE NEWS** in commerce on or in connection with such Product; and

WHEREAS, Assignor agreed to assign any and all of its rights, title and interest in such Trademark to Gordon;

WHEREAS, Gordon subsequently agreed to assign any and all of its rights, title and interests in such Trademark to Assignee; and

WHEREAS, the above assignments were never formalized in writing and the parties hereto wish to confirm Assignee's ownership of all rights, titles and interests in such Trademarks.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **TRADEMARK.** Assignor and Gordon each sells, assigns, transfers, sets over and quitclaims to Assignee any and all of their respective rights, title and interests owned, held or possessed to and in that certain trademark set forth below ("Trademark"), and the United States trademark registration thereof, together with the goodwill inuring thereto from continuous use in commerce of such Trademark on or in connection with the sale of the Product.

<u>Trademark</u>	<u>U.S. Reg. No.</u>	<u>Reg. Date</u>
KITCHENWARE NEWS	1934469	November 7, 1995

2. **ENTIRE AGREEMENT; MODIFICATION.** This Assignment contains the entire understanding and agreement between the parties with respect to the subject

matter hereof, and it may not be amended, modified or supplemented in any respect other than by a subsequent written agreement entered into by both parties hereto.

3. **BINDING ON ASSIGNS, HEIRS, SUCCESSORS.** The Assignment shall be binding upon the assigns, heirs and successors of both parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year hereinbefore written.

WITNESS:
Assignor

UNITED PUBLICATIONS, INC.,

Carolyn S. Baltus

By: [Signature]
Name: J.C. Gordon Jr.
Title: President

WITNESS:

_____ Gordon

By: _____
Name: _____
Title: _____

ELM COMMUNICATIONS, INC. D/B/A
KITCHENWARE NEWS, Assignee

[Signature]

By: [Signature]
Name: James McNell
Title: President

3. **BINDING ON ASSIGNS, HEIRS, SUCCESSORS** The Assignment shall be binding upon the assigns, heirs and successors of both parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year hereinbefore written.

WITNESS:

UNITED PUBLICATIONS, INC., Assignor

By: _____
Name:
Title:

WITNESS:

Gordon Comm., Gordon INC

John Garcia

By: *Theodore E. Gordon*
Name: Theodore E. Gordon
Title: President

ELM COMMUNICATIONS, INC. D/B/A
KITCHENWARE NEWS, Assignee

James McNeil

By: *James McNeil*
Name: James McNeil
Title: President