

06-13-2001



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JUN 11 2001

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name Karin Miller O'Callaghan

Execution Date  
Month Day Year  
12/1/00

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization United States

#### Receiving Party

Mark if additional names of receiving parties attached

Name Smith & Noble, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1801 California Avenue

Address (line 2) \_\_\_\_\_

Address (line 3) Corona California 92881  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

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.)

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

06/12/2001 DBYRNE 00000192 75945582

#### FOR OFFICE USE ONLY

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40.00 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

**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

310/201-3574

Name

Bernard R. Gans, Esq.

Address (line 1)

Jeffer, Mangels, Butler & Marmaro LLP

Address (line 2)

2121 Avenue of the Stars, Tenth Floor

Address (line 3)

Address (line 4)

Los Angeles, California 90007

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

**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)**

75945582		


**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

10-0440

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.

Steven plotkin

Name of Person Signing

Signature

05/01

Date Signed

TRADEMARK ASSIGNMENT

Karin Miller O'Callaghan, doing business as "Nature's Floor" and residing at 5400 The Toledo, Apartment 607, Long Beach, California 90803 (the "Assignor"), has used and is using the trademark identified below and is the owner of the trademark application identified below, including the goodwill of the business connected with the use of, and symbolized by, said mark.

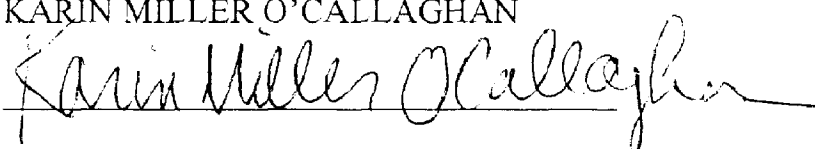
For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Smith & Noble, LLC ("Assignee"), a Delaware limited liability company and a wholly owned subsidiary of Cornerstone Brands, Inc., with its principal office at 1801 California Avenue, Corona, California 92881, the entire right, title and interest in and to the trade name identified below; the trademark application identified below; the trademark which is the subject thereof; and the goodwill of the business connected with the use of, and symbolized by, said mark and trade name.

<u>Trademark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
NATURE'S FLOOR	75945582	February 26, 2000

Trade name  
 NATURE'S FLOOR

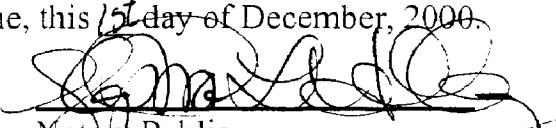
Assignor, further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be requested by Assignee, to effectuate this assignment.

Witness my hand and seal this 1st day of December, 2000.

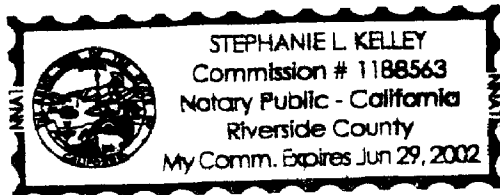
KARIN MILLER O'CALLAGHAN  


County of Riverside )  
 State of California )

Then personally appeared the above named Karin Miller O'Callaghan and acknowledged the foregoing act to be her free act and deed, before me, this 1st day of December, 2000.

  
 Notary Public

My commission expires: 6/29/02



DECLARATION OF ACCEPTANCE

Smith & Noble, LLC ("Assignee") hereby agrees to the attached assignment of the listed trade name and trademark application from Karin Miller O'Callaghan to Assignee and applies for recording of the assignment in the registers of the corresponding Trademark offices.

Witness my hand and seal this 1st day of December, 2000.

**Smith & Noble, LLC**

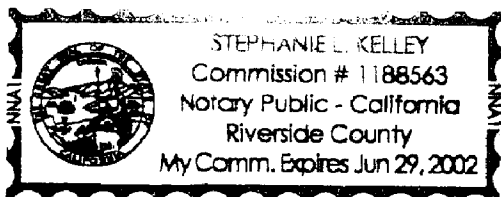
By: Stephen Christie  
Stephen Christie  
V.P. & Chief Operating Office

State of California )  
County of Riverside )

Then personally appeared the above named Stephen Christie and acknowledged the foregoing act to be his free act and deed, before me, this 1st day of December, 2000.

Stephanie L. Kelley  
Notary Public

My commission expires: 6/29/02



## BILL OF SALE

This Bill of Sale dated as of December ~~1st~~ 2000 is executed and delivered by Karin O'Callaghan, doing business as "Nature's Floor" and residing at 5400 The Toledo, Apartment 607, Long Beach, California 90803 (the "Seller"), to Smith & Noble, LLC ("Buyer"), a Delaware limited liability company and a wholly owned subsidiary of Cornerstone Brands, Inc., with its principal office at 1801 California Avenue, Corona, California 92881. All capitalized words and terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in the Technology Acquisition Agreement dated November 13, 2000 between the Seller and the Buyer (the "Agreement").

WHEREAS, pursuant to the Agreement, the Seller has agreed to sell, transfer, convey, assign and deliver to the Buyer certain of the assets and business of Nature's Floor;

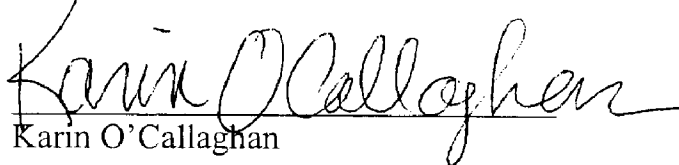
NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. The Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer, its successors and assigns, to have and to hold forever, the Acquired Assets, consisting of Seller's goodwill in and to the Business; all inventories, supplies and similar items relating to the Business, all product samples; all of Seller's right, title and interest in and to the Intangible Property; the Assigned Contracts; the computer software relating to the Business; all right, title and interest of Seller in and to the domain names "www.naturesfloor.com" and "www.naturesfloor.net"; the Web Sites; and all books, records, vendor correspondence, customer service training manuals, technical, manuals, customer lists, as well as all studies, reports or summaries relating to the general condition of the assets described above, and any confidential information which has been reduced to writing relating to or arising out of the business.
2. The Seller hereby covenants and agrees that it will, at the request of the Buyer and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action as may reasonably be necessary to more effectively transfer, convey and assign to, and confirm title to, the Buyer, its successors and assigns, good, clear, record and marketable title to the Acquired Assets hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to put the Buyer in actual possession and operating control thereof, to assist the Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of the Agreement.
3. The Seller does hereby irrevocably constitute and appoint the Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of the Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

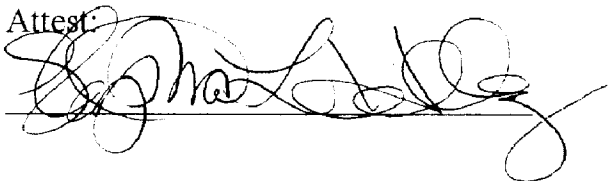
4. The Seller, by its execution of this Bill of Sale, and the Buyer, by its acceptance of this Bill of Sale, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be duly executed under seal as of and on the date first above written.

SELLER:

  
Karin O'Callaghan

Attest:



ACCEPTED:

SELLER:

SMITH & NOBLE, LLC

By:   
Stephen Christie  
V.P. & Chief Operating Officer