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06-19-2001



101753080

To the Honorable Commissioner of Patents

and the attached original documents or copy thereof.

1. Name of conveying party(ies): **b-12-01**
 Whistler Corporation of Massachusetts

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Team Products International, Inc.
 Address: 3 Entin Road
 City: Parsippany State: New Jersey Zip: 07054

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: June 5, 2001

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

A. Trademark Applications

Mark	Serial No.
MAXCHARGE	75/737,379

Additional numbers attached? Yes No

B. Trademark Registrations

Mark	Reg. No.

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

Name: Amy J. Benjamin, Esq.
 Darby & Darby P.C.

Street Address: 805 Third Avenue, 27th Floor
 City: New York State: New York Zip: 10022-7513

EXPRESS MAIL CERTIFICATE
 Date: 6/12/01 Label No. EC706742230US

I hereby certify that, on the date indicated above, this paper or fee was deposited with the U.S. Postal Service & that it was addressed for delivery to the Assistant Commissioner for Patents, Washington, DC 20231 by "Express Mail Post Office to Addressee" service.

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 04-0100
 (Attach duplicate copy of this page if paying by deposit account)

D B Peck [Signature]
 Name (Print) Signature

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.

Amy J. Benjamin
 Name of Person Signing

[Signature]
 Signature

June 12, 2001
 Date

06/18/2001 GTDN11 00000268 75737379
 01 FC:481

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
 REEL: 002315 FRAME: 0578

ASSIGNMENT OF TRADEMARKS AND SERVICES MARKS

THIS ASSIGNMENT is made as of November 5, 1999, by JOSEPH H. BALDIGA, Trustee of the Chapter 7 Bankruptcy Estate (the "Estate") of the Whistler Corporation of Massachusetts d/b/a Whistler Acquisition Corporation (the "Assignee"), under the following circumstances:

A. Assignor is selling certain assets to Team Products International, Inc. a New Jersey corporation (the "Assignee") pursuant to a certain Order Authorizing Private Sale of Assets Free and Clear of Liens, Claims and Encumbrances to the Assignee, dated November 5, 1999 (the "Order") attached hereto as Exhibit A, which provides for the transfer of the Estate's interest in the assets specified therein, including the assets assigned hereunder, to Assignee.

B. Assignee desires to acquire the entire right, title, and interest in any and all United States and foreign Trademarks and Service Marks (the "Marks") (if any) and the registrations and applications therefor (if any) as set forth in Exhibit B hereto, together with the goodwill of the business of Assignor in connection with which the Marks are used.

C. The Assignor makes no representations or warranties whatsoever regarding the Marks, the Estate's interest in the Marks, the value of the Marks, or in connection with any other assets sold to the Assignee pursuant to the Order.


NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, and pursuant to the Order, Assignor, without any representations or warranties, hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, free and clear of any and all claims, liens, and encumbrances, all of

Assignor's right, title, and interest in and to the Marks and the registrations (if any), including any and all corresponding federal, state, or international trademarks registrations, all common law rights and privileges relating to the Marks, and all goodwill of the Assignor's Power-to-Go line of business in connection with which the Marks are used; but excluding the right to sue and recover for infringements prior to November 5, 1999.

Assignor hereby agrees that he shall render all reasonable assistance to Assignee and will, from time to time, execute all instruments and documents necessary to maintain, preserve, or protect the Marks and the registrations thereof and to perfect the record title of Assignee in and to the Marks and said registrations, free and clear of any claims, liens, or encumbrances. The Trustee makes no representation or warranty, and expressly disclaims same, as to the extent of the Estate's interest in the Marks (if any) and in all other assets to be transferred in accordance with the order.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the date indicated below opposite his name.

Date: 6/5/01



Joseph H. Baldiga, Trustee of
The Chapter 7 Bankruptcy Estate
Of Whistler Corporation of
Massachusetts d/b/a Whistler
Corporation

EXHIBIT B

<u>Mark</u>	<u>Serial/Registration Number</u>
POWER2GO	2,036,334
POWER-TO-GO	2,159,930
PTG	75/512,539
MAXCHARGE	75/737,379

SCHEDULE A

MARK

SERIAL NO.

MAXCHARGE

75/737,379