

06-22-2001

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027



101756755

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

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 Agreement
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- 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.)

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002317 FRAME: 0857

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

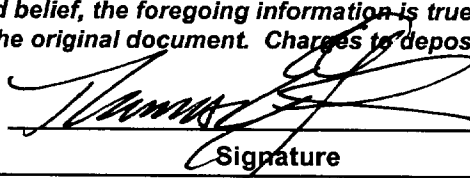
Authorization to charge additional fees:

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.

Thomas E. Graham



6/15/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1,521,059"/>	<input type="text" value="1,194,015"/>	<input type="text" value="2,086,904"/>
<input type="text" value="1,496,866"/>	<input type="text" value="1,174,296"/>	<input type="text" value="1,341,060"/>
<input type="text" value="1,276,328"/>	<input type="text" value="1,187,817"/>	<input type="text"/>
<input type="text" value="1,232,807"/>	<input type="text" value="0,988,486"/>	<input type="text"/>
<input type="text" value="1,224,373"/>	<input type="text" value="2,421,474"/>	<input type="text"/>
<input type="text" value="1,214,121"/>	<input type="text" value="2,272,959"/>	<input type="text"/>

ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL

WHEREAS, DIMENSIONS, INC., a Pennsylvania corporation, in its individual capacity and in its capacity as General Partner of DNZ LIMITED PARTNERSHIP, a North Carolina limited partnership, in winding up the affairs of such limited partnership following dissolution, (hereinafter jointly referred to as the "Assignor"), has adopted, used and, except as set forth on the attached Schedule A, is the owner of various registered trademarks and trademark applications set forth on the attached Schedule A, and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, and the right to recover for past infringement, dilution or other misappropriation (hereinafter collectively the "Trademarks"); and

WHEREAS, DIMENSIONS ACQUISITION LLC, a Delaware limited liability company, (hereinafter the "Assignee"), is desirous of acquiring the Trademarks, together with the good will associated therewith; and

WHEREAS, in accordance with the terms of the Asset Purchase Agreement by and among Assignor, Assignee, Coats & Clark Inc., and Dimensions Holding LLC dated April 30, 2001, Assignee desires to obtain an assignment of Assignor's rights in the Trademarks and Assignor desires to assign its rights in the Trademarks to Assignee; and

WHEREAS, Assignee is the successor-in-interest to that portion of Assignor's business which pertains to the Trademarks;

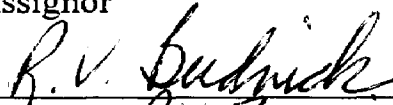
NOW, THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) and for other good and valuable consideration, receipt of which Assignor acknowledges by its execution below:

1. Assignor hereby assigns to Assignee all of its rights, title and interest, in and to the Trademarks, in each case together with the goodwill of the business connected with the use of and symbolized by said Trademarks and that portion of Assignor's business which pertains to any pending intent-to-use applications filed pursuant to Section 1(b) of the United States Trademark Act (15 U.S.C. § 1051, *et seq.*).

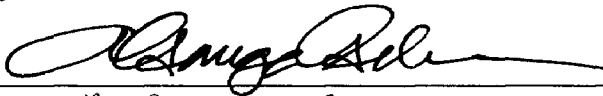
2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Trademarks in Assignee, its successors or assigns.

We have hereto set our hand(s) and seal(s) this 8th day of JUNE, 2001.

DIMENSIONS, INC., Individually and as General
Partner of **DNZ LIMITED PARTNERSHIP**,
Assignor

By: 
Name: R.V. BUDNICK
Title: VICE PRESIDENT

DIMENSIONS ACQUISITION LLC,
Assignee

By: 
Name: A. George Gekker
Title: Vice Chairman

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD
UNITED STATES OF AMERICA

I, Michele L. Foster, a Notary Public of the aforesaid County and State, do hereby certify that R.V. Budnick personally appeared before me this day and acknowledged that he/~~she~~ is the Vice President of DIMENSIONS, INC., a corporation organized and existing pursuant to the laws of the State of Pennsylvania, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him/~~her~~ as its Vice President, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 8th day of June, 2001.

Michele L. Foster

Notary Public

My Commission Expires:

MICHELE L. FOSTER
Notary Public, State of Connecticut
My Commission Expires; July 31, 2003

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD
UNITED STATES OF AMERICA

I, Michele L. Foster, a Notary Public of the aforesaid County and State, do hereby certify that A. George Gebauer personally appeared before me this day and acknowledged that he/~~she~~ is the Vice Chairman of DIMENSIONS ACQUISITION LLC, a limited liability company organized and existing pursuant to the laws of the State of Delaware, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by him/~~her~~ as its Vice Chairman, as the free act and deed of the corporation.

WITNESS MY HAND AND NOTARIAL SEAL this 8th day of June, 2001.

Michele L. Foster

Notary Public

My Commission Expires:

MICHELE L. FOSTER
Notary Public, State of Connecticut
My Commission Expires, July 31, 2003

SCHEDULE A

U.S. Trademarks

Registered Trademarks

Mark	Registration No.	Registration Date
CHARTS & CHARMS	2,114,808	11/18/97
FROM THE HEART and Design	2,082,389	7/22/97
FELTWORKS	2,027,935	12/31/96
SIMPLE PLEASURES	1,980,286	6/11/96
WIRE WHIMSY	1,980,240	6/11/96
QUILTIES	1,953,731	1/30/96
WOODEN TREASURES	1,967,310	4/9/96
FASHIONART	1,909,361	8/1/95
DIMENSIONS	1,809,328	12/7/93
LEARN-A-CRAFT	1,695,412	6/16/92
STITCHABLES	1,521,059	1/17/89
NO COUNT	1,496,866	7/19/88
PLASTICPOINT	1,276,328	5/1/84
S (Stylized)	1,232,807 *	3/29/83
S (Stylized)	1,224,373 *	1/18/83
DIMENSIONS	1,214,121	10/26/82
SUNSET	1,176,272 *	11/3/81
SUNSET	1,194,015 *	4/20/82
SUNSET	1,174,296 *	10/20/81
SUNSET	1,187,817 *	1/26/82
JIFFY STITCHERY	988,486 *	7/16/74
DAYDREAMS	2,421,474	1/16/01
CREATIVE ACCENTS	2,272,959	8/24/99
FROM THE HEART	1,536,491	4/25/89
PERLER	2,086,904	8/12/97
PERLER BEADS and Design	1,341,060	6/11/85

* Defects in record chains of title; unreleased security interests of record.

Canadian Trademarks

Registered Trademark

Mark	Registration No.	Registration Date
DIMENSIONS	TMA290,542	5/4/84

Pending Applications

DAYDREAMS	1,051,141	3/16/00
CREATIVE ACCENTS	0856,877	9/24/97

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Foreign Trademarks

Registered Trademarks

Country	Mark	Registration No.	Registration Date
FRA	NO COUNT	1,644,054	2/12/91
	PERLER BEADS and Design	1,663,015	5/21/91
	DIMENSIONS	1,643,034	5/4/90
NZL	DIMENSIONS	B 148799	3/6/87
BRA	PERLER and Rainbow Design	819,338,982	3/2/99
SWE	DIMENSIONS	242,499	11/20/92
BEN	DIMENSIONS	478,092	1/3/91
UK	DIMENSIONS	1,202,977	12/11/85
GER	PERLER BEADS	2,025,311	11/26/92
UK	PERLER	2,041,330	10/12/95
	PERLER BEADS and Design	B 1,463,926	5/9/91
CTM	PAINTWORKS	807,677	2/29/00
BEN	PERLER	582,574	10/9/95
GER	PERLER	39,542,143	2/17/97
AUS	DIMENSIONS	A 526404	1/22/92
	STITCHABLES	A 547330	9/17/92
	FROM THE HEART and Design	A 547,329	3/8/93
	SUNSET	719,087	1/30/98
	PERLER	781,939	8/25/00
	DAYDREAMS	827831	3/15/00
NZL	SUNSET	206,848	12/01/94
	STITCHABLES	206,846	10/1/97
	DAYDREAMS	610,470	3/15/00
MEX	CREATIVE ACCENTS	310,252	6/22/99
ARG	PERLER and Rainbow Design	1,639,507	7/29/97
FRA	PERLER	95 592,456	10/16/95
STZ	PERLER	433,448	12/30/96
ISR	PERLER	101,195	7/2/97
JAP	PERLER	4,002,161	5/23/97
CHL	PERLER and Rainbow Design	482,498	6/19/97
URG	PERLER and Rainbow Design	288,004	8/20/97
CLB	PERLER and Rainbow Design	195,946	4/8/97
IDS	PERLER and Rainbow Design	388,800	9/12/97
KOR	PERLER and Rainbow Design	384,344	11/28/97
PRU	PERLER and Rainbow Design	31,359	11/27/96
THL	PERLER and Rainbow Design	698,833	3/23/98
TIW	PERLER and Rainbow Design	761,975	6/16/97

Pending Applications

Country	Mark	Application No.	Application Date
CTM	DAYDREAMS	1,567,213	3/16/00
AUS	PAINTWORKS	760,136	4/20/98