

07-12-2001

KL Ref. No.:

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

7.3.01

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks 101775223

Send original documents or copy thereof.

1. Name of conveying party(ies)
The Texwipe Company

Individual(s)
 General Partnership
 Corporation-State **New Jersey**
 Association
 Limited Partnership
 Other

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

2. Name and address of receiving party(ies)
 Name: **The Texwipe Company LLC**
 Internal Address:
 Street Address: **650 East Crescent Avenue**
 City: **Upper Saddle River, NJ 07458**
 P.O. Box 575
 State: _____ Zip: _____

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other **Limited Liability Company- Delaware**

3. Nature of conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other

Execution Date:

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) _____ B. Trademark Registration No.(s) **1,995,786**
1,247,726

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Gregor N. Neff**
 Internal Address: **Kramer Levin Naftalis & Frankel LLP**
 Street Address: **919 Third Avenue**
 City: **New York** State: **New York** Zip: **10022**

6. Total number of applications and registrations involved.....**2**.....

7. Total fee (37 CFR 3.41) \$ **65**

Enclosed
 Authorized to be charged to deposit account # **50-0540**

8. Deposit account number: **50-0540**
 (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.

Gregor N. Neff
 Name of Person Signing

Gregor Neff
 Signature

3 July 01
 Date

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

Do not detach this portion

07/11/2001 DBYRNE 00000080 1995786 Mail documents to be recorded with required cover sheet information to:

01 FC:481 40.00 OP
 02 FC:482 25.00 OP

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.

RFCST.PTO

ASSIGNMENT

WHEREAS, The Texwipe Company, a New Jersey Corporation, located at 650 East Crescent Avenue, P.O. Box 575, Upper Saddle River, New Jersey 07458 (“Assignor”), has been using the trademarks set forth in Schedule 1 (the “Marks”) and is the record owner of the trademark registrations for the Marks also set forth in Schedule 1 (the “Registrations”); and

WHEREAS, The Texwipe Company LLC, a Delaware Limited Liability Company, located at 650 East Crescent Avenue, P.O. Box 575, Upper Saddle River, New Jersey 07458 (“Assignee”), which is the successor to the business of Assignor, is desirous of acquiring all title, rights and interest in and to said Marks and Registrations, together with the good will of the business and confirming the same;

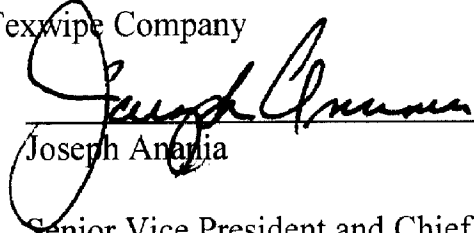
NOW, THEREFORE, Assignor does hereby, without reservation:

1. Assign unto Assignee and confirm assignment unto Assignee all rights, title and interest in and to the Marks and Registrations, together with the good will appurtenant thereto; and
2. Binds its legal representatives, as well as itself, to do, upon Assignee’s request and at its expense, but without additional consideration to Assignor or its legal representatives, all acts reasonably serving to assure that the said Marks and Registrations shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor or Assignor’s legal representatives if this assignment had not been made; and particularly to execute and to deliver to Assignee all lawful application documents, including petitions, oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said Marks and Registrations or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in Assignor’s control or in the control of Assignor’s legal representatives and which may be useful for establishing the facts of the use of said Marks and Registrations.

The effective date of this Assignment is January 1, 1996.

The Texwipe Company

By:



Joseph Anania

Title: Senior Vice President and Chief Financial Officer

State of New Jersey)

MIDDLESEX) ss.:

County of ~~Bergen~~)

On this 25th day of June, 2001 before me appeared Joseph Anania, to me known and known to me to be Senior Vice President and Chief Financial Officer of The Texwipe Company, the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.



Notary Public

MAE S. MAHONCHAK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 27, 2004
(Official Seal)

SCHEDULE 1

UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Int'l Class</u>
ALPHA	1,995,786	21
TEXTAPE	1,247,726	21