

MRO
7.20.01

0

Form PTO-1594 RI 08-03-2001 U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
 (Rev. 03/01)
 OMB No. 0651-0027 (exp. 5/31/2002)
 Tab settings ⇌ ⇌ ⇌ ▼



101798750

To the Honorable Commissioner of Pat. original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Bollinger Industries, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Hedstron Corporation</u> Internal Address: _____ P.O. Box <u>432</u> Street Address: <u>Sunnyside Road</u> City: <u>Bedford</u> State: <u>PA</u> Zip: <u>15522</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p style="text-align: right;">07-20-2001 U.S. Patent & TMO/TM Mail Rpt Dt. #76</p>
--	--

<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 21, 1997</u></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
--	--

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/006,077</u></p>	<p>B. Trademark Registration No.(s)</p>
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John F. McKenna</u> Internal Address: _____</p> <p>Street Address: <u>Cesari and McKenna</u> <u>88 Black Falcon Ave.</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02210</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>03-1237</u> (Attach duplicate copy of this page if paying by deposit account)</p>
---	---

08/03/2001 TDIAZ1 00000027 75006077
01 FC:401 40.00 OP

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.

John F. McKenna Reg. No. 20,912 [Signature] 07/20/01
Name of Person Signing Signature Date

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

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

TRADEMARK
REEL: 002339 FRAME: 0077

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made and entered into as of November 21, 1997 by and between **BOLLINGER INDUSTRIES, INC.**, a Delaware corporation ("Assignor") and **HEDSTROM CORPORATION**, a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of certain tradenames, trademarks, service marks, trademark registrations and applications, service mark registrations and applications, trade dresses, logos, designs and slogans, in word mark, stylized and/or design formats, including, without limitation, those which are the subject of the registrations identified on Schedule I hereto (the "Marks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of November 13, 1997 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and accept from Assignor, all of Assignor's right, title and interest in and to the Marks; and

WHEREAS, this Trademark Assignment Agreement shall effectuate such assignment of the Marks.

NOW, THEREFORE, for good and valuable consideration, including, without limitation, the mutual covenants and agreements set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of its right, title and interest throughout the world in and to the Marks, including, without limitation, the registrations pertaining thereto, together with the goodwill of the business symbolized by the Marks and the right to sue and recover damages for past, present and future infringements thereof and to stand in the place of Assignor in all matters related thereto.

4
5
6
7
8
9
10
11
12
13
14
15


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed as of the day and year first written above.

ASSIGNOR:

4

BOLLINGER INDUSTRIES, INC.

5

By: 
Name: Glenn D. Bollinger
Title: Chairman of the Board and CEO

6

7

8

ASSIGNEE:

9

HEDSTROM CORPORATION

10

By: _____
Name:
Title:

11

12

13

14

15

16

17

18

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed as of the day and year first written above.

ASSIGNOR:

BOLLINGER INDUSTRIES, INC.

By: _____
Name:
Title:

ASSIGNEE:

HEDSTROM CORPORATION

By: *David J. Casley*
Name:
Title:

4
5
6
7
8
9

SCHEDULE I

Trademark Registrations

4

5

1. **Mark:** Ultra Bounce
Serial No.: 75-006077
Filing Date: October 16, 1995

2. **Mark:** Powerring
Serial No.: 75-006076
Filing Date: October 16, 1995

6