



08-27-2001

U.S. Patent & TMOs/TM Mail Rcpt Dt. #11

09-05-2001



101833838

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): GREAT LAKES CORPORATION 8-27-01
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: GREAT LAKES, L.L.C.
Internal Address:
Street Address: 9511 WEST RIVER STREET
City: SCHILLER PARK State: IL Zip: 60176
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other LIMITED LIABILITY COMPANY
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:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1626697
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: MICHAEL J. TUCHMAN
Internal Address:
Street Address: 33 WEST MONROE STREET, 21ST FLOOR
City: CHICAGO State: IL Zip: 60603

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(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.
Michael J. Tuchman Signature
Date 08-14-2001

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

09/05/2001 LNUELLER 00000058 1626697

01 FC:481

40.00 DP

TRADEMARK REEL: 002361 FRAME: 0592

**BLANKET CONVEYANCE,
BILL OF SALE, AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Blanket Conveyance, Bill of Sale, and Assignment and Assumption Agreement dated as of July 31, 2001 (this "Agreement"), is by GREAT LAKES CORPORATION, an Illinois corporation ("Grantor"), in favor of GREAT LAKES, L.L.C., an Illinois limited liability company ("Grantee").

WHEREAS, pursuant to a certain Plan and Agreement of Merger between Grantor and Grantee with an effective date concurrent herewith, Grantor is being merged into Grantee (the "Merger").

WHEREAS, in connection with the Merger, Grantor desires to transfer, assign and convey all of the assets and the business of Grantor, including without limitation, all accounts and amounts receivable, machinery, equipment, furniture, furnishings, fixtures and inventory; all general intangibles and contract rights, goodwill, investment property, computer software, contracts, licenses, permits, insurance policies and claims, trade names, trademarks, service marks, logos, copyrights and any and all property (real or personal) used in connection with or otherwise related to the operations of Grantor (collectively, the "Assets") to Grantee on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the receipt of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, Grantor does hereby, BARGAIN, SELL, ASSIGN, CONVEY, TRANSFER, SET OVER, and DELIVER to Grantee, its successors and assigns, all of its right, title and interest to the Assets, subject to any and all existing liabilities, liens, claims or encumbrances.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns, to QUIT CLAIM, all and singular title to the Assets unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee for itself, its successors and assigns, hereby assumes from Grantor any and all obligations and liabilities related to the Assets.

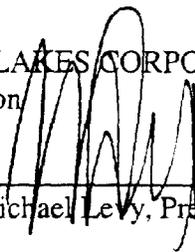
This agreement and the rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the State of Illinois, without giving effect to the conflicts of law rules.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized officer, and Grantee has joined in the execution of this Agreement by its duly authorized manager, as of the day first written above for the purposes hereinabove described and, if executed in a number of counterparts, all shall be read together and construed as but one and the same instrument.

GRANTOR:

GREAT LAKES CORPORATION, an Illinois corporation

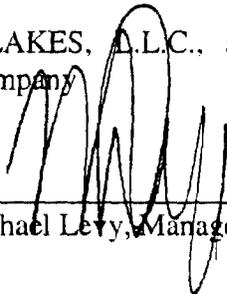
By: _____


Michael Levy, President

GRANTEE:

GREAT LAKES, L.L.C., an Illinois limited liability company

By: _____


Michael Levy, Manager

**BLANKET CONVEYANCE,
BILL OF SALE, AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Blanket Conveyance, Bill of Sale, and Assignment and Assumption Agreement dated as of July 31, 2001 (this "Agreement"), is by GREAT LAKES CORPORATION, an Illinois corporation ("Grantor"), in favor of GREAT LAKES, L.L.C., an Illinois limited liability company ("Grantee").

WHEREAS, pursuant to a certain Plan and Agreement of Merger between Grantor and Grantee with an effective date concurrent herewith, Grantor is being merged into Grantee (the "Merger").

WHEREAS, in connection with the Merger, Grantor desires to transfer, assign and convey all of the assets and the business of Grantor, including without limitation, all accounts and amounts receivable, machinery, equipment, furniture, furnishings, fixtures and inventory; all general intangibles and contract rights, goodwill, investment property, computer software, contracts, licenses, permits, insurance policies and claims, trade names, trademarks, service marks, logos, copyrights and any and all property (real or personal) used in connection with or otherwise related to the operations of Grantor (collectively, the "Assets") to Grantee on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the receipt of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed by Grantor, Grantor does hereby, BARGAIN, SELL, ASSIGN, CONVEY, TRANSFER, SET OVER, and DELIVER to Grantee, its successors and assigns, all of its right, title and interest to the Assets, subject to any and all existing liabilities, liens, claims or encumbrances.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns, to QUIT CLAIM, all and singular title to the Assets unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

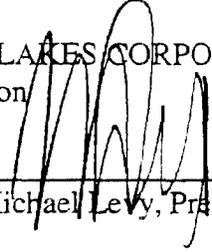
Grantee for itself, its successors and assigns, hereby assumes from Grantor any and all obligations and liabilities related to the Assets.

This agreement and the rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the State of Illinois, without giving effect to the conflicts of law rules.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized officer, and Grantee has joined in the execution of this Agreement by its duly authorized manager, as of the day first written above for the purposes hereinabove described and, if executed in a number of counterparts, all shall be read together and construed as but one and the same instrument.

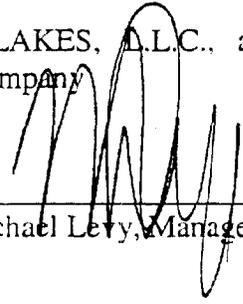
GRANTOR:

GREAT LAKES CORPORATION, an Illinois corporation

By: 
Michael Levy, President

GRANTEE:

GREAT LAKES, L.L.C., an Illinois limited liability company

By: 
Michael Levy, Manager