

09-24-2001

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KL Ref. No.: 33121-8445

FORM PTO01594
(Rev. 6-93)

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TEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document 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: **650 East Crescent Avenue**

Street Address: **650 East Crescent Avenue**

City: **Upper Saddle River** State: **NJ** Zip: **07458**

9-6-01

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

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) and address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other

Execution Date: **February 17, 1999**

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

A. Trademark Application No. (s)
Additional numbers attached? Yes No

B. Trademark Registration No. (s)
2,224,197

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

Name: **Gregor N. Neff, Esq.**

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

1

7. Total fee (37 CFR 3.41)

\$40.00

- 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

Signature

September 4, 2001

Date

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

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40.00

Do not detach this portion

Mail Documents to be recorded with required cover sheet information to:
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.

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”), is the owner of the trademark set forth in Schedule 1 (the “Mark”) and is the record owner of the trademark registration for the Mark also set forth in Schedule 1 (the “Registration”); 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”), is desirous of acquiring all title, right and interest in and to said Mark and Registration, together with the good will of the business and confirmation of the same;

NOW, THEREFORE, Assignor, for consideration the sufficiency of which is acknowledged by the parties, does hereby, without reservation:

1. Assign unto Assignee and confirm assignment unto Assignee all right, title and interest in and to the Mark and Registration, 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 Mark and Registration 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 Mark and Registration 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 Mark and Registration.

The effective date of this Assignment is February 17, 1999.

The Texwipe Company

By:

Title:

Joseph J. Brannin Jr.
SR VP & CFO

State of New Jersey)
) ss.:
County of Bergen)

On this 14th day of August, 2001 before me appeared Joseph J. Brannin Jr. to me known and known to me to be SR VP & CFO of The Texwipe Company LLC, the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

Lynne S. Koerner

Notary Public

LYNNE S. KOERNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 24, 2004

(Official Seal)

SCHEDULE 1

UNITED STATES TRADEMARK

<u>Mark</u>	<u>Registration Number</u>	<u>Int'l Class</u>
NUCOTTON	2,224,197	21