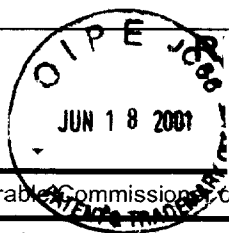


09-26-2001



101856914

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To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Room 1000, 14th Street, N.W., Washington, D.C. 20540. Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CNB International, Inc.
683 Northland Avenue
Buffalo, New York 14240

- Individual(s)
- General Partnership
- Corporation-State: Delaware
- Other _____

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

3. Nature of conveyances:

6-18-2001

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

Execution Date: _____

2. Name and address of receiving party(ies):

Name: Bliss Clearing Niagara, Inc.

Internal Address: _____

Street Address: 1004 E. State Street

City: Hastings State: MI ZIP: 49058

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designator 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.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

1129727

Additional numbers attached? Yes No

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

Name: Reed:top

Internal Address: Crystal Plaza Bldg

Suite 1201

Street Address: 2021 Jefferson Davis Hwy

Suite 1201

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: _____

18

7. Total fee (37 CFR 3.41): _____ \$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

565E

(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

Terrell J. Roberts

Name of Person Signing

Signature

June 12, 2001

Date

Total number of pages including coversheet, attachments and document: _____

16

09/26/2001 33ALLW 00000001 1129727

Mail documents to be recorded with required coversheet information to:

100.00 **DP** Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:482

SCHEDULE A

TO ASSIGNMENT OF TRADEMARKS

A. Owned by Assignor:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Country</u>
NIAGARA	58,232	United States
NIAGARA	1,129,727	Argentina
NIAGARA	1232/03435059 renewal 003435059	Brazil
NIAGARA	57,203	Canada
CHIEF	1,540,159	United States
DIE SAVER LOCK	944,023	United States
DYNA-FEED	933,908	United States
HYDRA GLO	1,168,079	United States
MOD-U-LOOP	925,872	United States
MARATHON*	1,530,571	United States
MULTI-BENDER	784,366	United States
NIAGARAMATIC	931,327	United States
EZ A-JUST	Supp. No. 898,013	United States
BLISS	52815	China
BLISS	569700	Italy
BLISS	133000	New Zealand
BLISS	2690/80	Singapore

* Consent Agreement dated August 29, 1989 by and between Clearing-Niagara (formerly Niagara Machine & Tool Works) and Mate Punch and Die Co.

<u>Trademark</u>	<u>Reg. No.</u>	<u>Country</u>
BLISS	221348	Spain
BLISS	656029	United States
BLISS	13750	Colombia
BLISS W/DESIGN	TMDA 22966 (95/22966)	Canada
BLISS	TMA 121,506	Canada
BLISS	1,231,184	France
BLISS HYDRO- DYNAMIC	1.231,186	France
E.W.BLISS CO.	1,231,185	France
BLISS	0633496	Germany
BLISS	242086	Australia
BLISS	615326	United Kingdom
BLISS	87686	Benelux
BLISS	298,037	Switzerland
BLISS	651,385	United States
BLISS (IN A CIRCLE DEVICE)	B408067	Great Britain
BLISS	35533	Norway
BLISS	329382	Chile
BLISS	11365	Israel
BLISS	653/48	Denmark
BLISS	86824	Japan

<u>Trademark</u>	<u>Reg. No.</u>	<u>Country</u>
BLISS	1422294	Argentina
E.W. BLISS CO.	1422295	Argentina
BLISS	3006	Philippines
BLISS	201750	Spain
BLISS	2421	Egypt
BLISS SINCE 1857 & DESIGN	745,759	United States
BLISS	539681	Finland
BLISS ENGLAND W/LION DESIGN	836464	United Kingdom
BLISS	172921	Portugal
BLISS	5101	Pakistan
POWERBAR	1,149,629	United States
POWERBAR	1,713,815	France
POWERBAR	0930100	Germany
POWERBAR	2188551	Japan
BLISS	1,164,356	United States
MONETIZER	1143119	United States
METRICLINE	89967	Ireland
MINITROL	TMA 153,895	Canada
METRIC LINE	1,348,243	France
METRIC LINE	338,897	Benelux
METRIC LINE	0976173	Germany

<u>Trademark</u>	<u>Reg. No.</u>	<u>Country</u>
BLISS	605,548	United States

<u>Trademark</u>	<u>Appl. No.</u>	<u>Country</u>	<u>Status</u>
CONVERTADRIVE	74-444,077	United States	Pending

Common Law Trademarks:

Lion Logo Design

B. Licensed to Assignor:

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
Australia	CLEARING	119335	07/26/54	07/26/96
Australia	TORC-PAC	198552	11/16/65	11/16/00
Benelux	CLEARING	62786	09/24/71	09/24/01
Brazil	CLEARING	003488667	01/03/67	01/03/97
Brazil	TORC-PAC	006761844	09/25/78	09/25/98
Canada	CLEARING	TMA101088	07/29/55	07/29/00
Canada	TORC-PAC	TMA157478	07/05/68	07/05/98
France	CLEARING	1592192	09/23/55	05/14/00
France	TORC-PAC	1327016	11/24/65	10/16/95
Germany	CLEARING	687867	02/24/56	01/03/05
Germany	CLEARING	2064458	05/10/94	03/31/01
Germany	TORC-PAC	849017	11/16/65	11/16/95

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Date</u>
Italy	TORC-PAC	450026	01/20/67	11/14/95
Italy	CLEARING	316387	01/10/55	01/09/95
Japan	CLEARING	627082	07/20/63	07/21/93
Japan	TORC-PAC	739552	04/20/67	04/20/97
Mexico	CLEARING	227107	02/09/89	02/09/94
Mexico	TORC-PAC	227885	03/05/89	03/05/94
Spain	CLEARING	289592	07/14/55	07/14/95
Sweden	TORC-PAC	117600	09/23/66	09/23/96
United Kingdom	CLEARING	737813	01/04/55	01/04/04
United Kingdom	TORC-PAC	906873	03/16/67	03/16/02
United Kingdom	TORC-PAC	B887021	11/16/65	11/16/00
United States	CLEARELEASE	764647	02/11/64	02/11/04
United States	TORC-PAC	827514	04/18/67	04/18/07
United States	CLEARING	606381	05/24/55	05/24/95

Common Law Trademarks:

Verson

Clearing-Niagara

Wheelon

Hydroform

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made as of this 11th day of May, 2001, by CNB International, Inc. ("Assignor") in favor of Bliss Clearing Niagara, Inc., a Delaware corporation ("BCN").

RECITALS

- A. The date hereof is the Effective Date of the Fifth Amended Plan of Reorganization (and any amendments and modifications thereof which are made in accordance with applicable provisions of the Code, Rules or Court order) proposed by Newcourt Commercial Finance Corporation pursuant to Chapter 11 of the Code in the Chapter 11 proceeding of CNB, debtor and debtor in possession (the "Plan");
- B. The terms defined in the Plan and not otherwise defined herein shall have the meanings given them in the Plan;
- C. The Assignor is assigning all of its all right, title and interest in and to the trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all pending applications, registrations, and renewals in connection therewith and trademarks and registrations listed on Schedule A, attached hereto and made a part hereof, in all countries throughout the world (collectively the "Trademarks"), and the goodwill of the business symbolized thereby; and
- D. The Plan provides that BCN shall acquire all of Assignor's right, title and interest in and to the aforesaid Trademarks and the goodwill of the business symbolized thereby.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer and assign to BCN, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks (including any registrations that may issue therefor) and the goodwill of the business symbolized thereby, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by BCN for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including without limitation, all worldwide rights to

the effective date of this Assignment, including without limitation, all worldwide rights to the aforesaid Trademarks, the goodwill of the business symbolized by the Trademarks and the right to sue and collect for all future and present infringements, together with all causes of action for any and all infringements which may have occurred prior to the execution of this Assignment and the right to receive and retain the proceeds relating to those infringements.

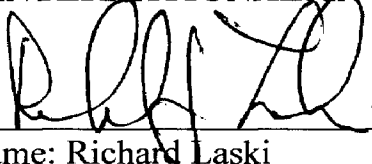
Assignor agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the Trademarks as BCN may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the Trademarks, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the Trademarks; (b) to cooperate with BCN in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) to perform all other affirmative acts which in BCN's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the Trademarks. These obligations of assistance by Assignor shall survive the Effective Date of the Plan and shall continue for so long as BCN may require such assistance from Assignor.

Assignor hereby covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor hereby grants to both BCN and the law firm of Hahn & Hessen LLP of New York, New York (and any other law firm designated by Hahn & Hessen LLP), authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the Trademarks for purposes of recordation in the United States Patent and Trademark Office or in any similar or comparable office or officials in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of Assignor and is effective as of the date first above written.

CNB INTERNATIONAL, INC.

By: 
Name: Richard Laski
Title: President

BLISS CLEARING NIAGARA, INC.

the aforesaid Trademarks, the goodwill of the business symbolized by the Trademarks and the right to sue and collect for all future and present infringements, together with all causes of action for any and all infringements which may have occurred prior to the execution of this Assignment and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the Trademarks as BCN may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the Trademarks, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the Trademarks; (b) to cooperate with BCN in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) to perform all other affirmative acts which in BCN's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the Trademarks. These obligations of assistance by Assignor shall survive the Effective Date of the Plan and shall continue for so long as BCN may require such assistance from Assignor.

Assignor hereby covenants and warrants that no other agreement has been or will be executed in conflict herewith.


Assignor hereby grants to both BCN and the law firm of Hahn & Hessen LLP of New York, New York (and any other law firm designated by Hahn & Hessen LLP), authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the Trademarks for purposes of recordation in the United States Patent and Trademark Office or in any similar or comparable office or officials in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of Assignor and is effective as of the date first above written.

CNB INTERNATIONAL, INC.

By: _____
Name: Richard Laski
Title: President

BLISS CLEARING NIAGARA, INC.

By:  _____
Name: Ben Landriscina
Title: President

By: _____

Name: Ben Landriscina

Title: President

State of New York)
)ss.:
County of New York)

On the 11th day of May in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Laski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Agreement and acknowledged to me that he is the President of CNB INTERNATIONAL, INC., the company described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said company.

CHANTEL BURNS
Notary Public, State of New York
Qualified in Erie County
My Commission Expires April 7, 2003

Chantel Burns
Notary Public

State of New York)
)ss.:
County of New York)

On the ___ day of May in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Ben Landriscina, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Agreement and acknowledged to me that he is the President of BLISS CLEARING NIAGARA, INC., the company described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said company.

Notary Public

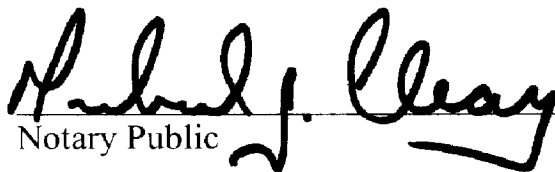
State of New York)
)ss.:
County of New York)

On the ___ day of May in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Laski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Agreement and acknowledged to me that he is the President of CNB INTERNATIONAL, INC., the company described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said company.

Notary Public

State of New York)
)ss.:
County of New York)

On the 10 day of May in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Ben Landriscina, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Agreement and acknowledged to me that he is the President of BLISS CLEARING NIAGARA, INC., the company described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors of said company.



Notary Public

MICHAEL J. CLEARY
Notary Public, State of New York
No. 02CL4504249
Qualified in Westchester County
Commission Expires November 30, 2001



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

SEPTEMBER 04, 2001

PTAS



101760255A

TERRELL J. ROBERTS
CRYSTAL PLAZA ONE, SUITE 1207
2001 JEFFERSON DAVID HWY
ARLINGTON, VA 22202

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101760255

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$100 .

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED: 06/18/2001

**TRADEMARK
REEL: 002374 FRAME: 0012**