



12-05-2001



101911310

ET

Y C

Docket No.:

6503-3045

Tab settings → → →

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

1. Name of conveying party(ies):

United Fixtures Corporation
601 North Eight Street
Niles, Michigan 49120

11-26-01

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

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

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

Name: **Capitol Hardware Acquisition, Inc.**

Internal Address:

Street Address: **1400 North 25th Ave**

City: **Melrose Park** State: **IL** ZIP: **60160**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **Illinois**

Other

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **August 11, 1995**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,895,113 1,835,991
~~596,408~~
 1,834,319

Additional numbers attached? Yes No

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

Name: **James B. Conte**

Internal Address:

Street Address: **209 S. LaSalle Street, Suite 410**

City: **Chicago** State: **IL** ZIP: **60604**

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ **\$200.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

12-0913

12/04/2001 DBYRNE 001184600
Name/Number: 1095113 \$5.00 CR

12/04/2001 DBYRNE 00000099 1895113

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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.

James B. Conte

Name of Person Signing

Signature

11/20/01

Date

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



RE:
T

09-18-1995

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

40 481
75 482

Tab settings



180062429

Send original documents or copy thereof

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

United Fixtures Company
601 North Eighth Street
Niles, Michigan 49120



- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other

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

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

Name: Capitol Hardware Acquisition, Inc.

Internal Address: _____

Street Address: 1400 North 25th Avenue

City: Melrose Park State: IL ZIP: 60160

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

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 11, 1995

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,895,113
596,408

1,834,319
1,835,991

Additional numbers attached? Yes No

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

Name: Robert S. Wert

Internal Address: _____

Street Address: 55 E. Monroe St., Ste. 4100

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):..... \$ 115.00

- 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

020 TT 09/06/95 4196813
020 TT 09/06/95 4196813

1 401 40.00 CK
1 482 75.00 CK

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.

Robert S. Wert, Attorney
Name of Person Signing

8/28/95
Date

Total number of pages comprising cover sheet: 1

MRF 8-29-95

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of August 11, 1995, by and between UNITED FIXTURES COMPANY, a Delaware corporation (the "Assignor"), and CAPITOL HARDWARE ACQUISITION, INC., an Illinois corporation (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor has certain rights in and to those certain trademarks, as more fully described on Exhibit A attached hereto and made a part hereof (hereinafter, together with any and all renewals thereof, and any rights from or as an authorized licensee or sublicensee, and all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments and rights to sue for past, present or future infringements thereof, and all rights corresponding thereto throughout the world, and all of the goodwill of the Assignor's business symbolized thereby or associated therewith, the "Trademarks"); and

WHEREAS, the Assignor is selling to the Assignee, and the Assignee is purchasing from the Assignor certain assets of the Assignor pursuant to that certain Agreement of Purchase and Sale dated August 11, 1995, by and between the Assignor and the Assignee (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor has agreed to execute this Assignment and thereby assign all of its right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the date hereof, the Assignor hereby grants, assigns, transfers and conveys to the Assignee, and its successors and assigns, absolutely and forever, the Assignor's entire right, title and interest, domestic and foreign, in and to the Trademarks, whether now owned or existing or hereafter acquired or arising.

2. The Assignor represents and warrants to the Assignee that (i) the Assignor is the sole and exclusive owner of all right, title and interest in the Trademarks, (ii) none of the Trademarks is subject to any lien, security interest, license, claim or other encumbrance of whatsoever kind, (iii) no trademark opposition or cancellation proceedings have ever been filed in the United States Patent and Trademark Office against any of the Trademarks, (iv) no other person or entity has ever notified Assignor that Assignor was

TRADEMARK

REEL 1385 FRAME 0795

TRADEMARK

REEL: 002403 FRAME: 0905

infringing the rights of another person or entity in any of the Trademarks, (v) no other person or entity owns or has any proprietary, financial or other interest, direct or indirect, in whole or in part, in any of the Trademarks, and (vi) other than liens granted to LaSalle National Bank, which liens have been released, Assignor has never sold, assigned transferred, licensed or granted a lien on any of the Trademarks at any time prior to the date hereof.

3. The Assignor covenants to the Assignee that the Assignor will not attempt to further assign, transfer, license or encumber such right, title and interest in any of the Trademarks.

4. The Assignor has full corporate right, power and authority to execute and deliver this Assignment with the Assignee and grant all of the right, title and interest in the Trademarks conveyed and transferred to the Assignee hereunder. This Assignment is the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms.

5. The Assignor agrees that it will not take any action or permit any action to be taken by any entity or person, or fail to take any action, which would adversely affect the validity or enforcement of the right, title and interest in the Trademarks assigned to the Assignee hereunder.

6. This Assignment cannot be altered, amended, supplemented or modified in any way without the prior written consent of the Assignee.

7. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

8. The Assignor agrees to execute any and all documents, agreements or instruments, and take any and all other action, necessary or required by the Assignee from time to time to secure thereto the right, title and interest in the Trademarks herein assigned, conveyed and transferred and to fully carry out the intent of this Assignment.

9. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

10. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any inconsistency between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment of Trademarks as of the date first written above.

UNITED FIXTURES COMPANY,
as Assignor

By: *Hubert W. [Signature]*
Its: *Pres. [Signature]*

601 N. Eighth St.
Niles, Michigan 49120
Telecopy No.

CAPITOL HARDWARE ACQUISITION,
INC., as Assignee

By: *Stanley R. Jewell*
Its: *Vice President*

1400 North 25th Ave.
Melrose Park, IL 60160
Telecopy No. (708) 345-3823

STATE OF Michigan)
) SS
COUNTY OF Berrien)

On this 11th day of August, 1995, personally appeared before me Richard Wakenight, to me known to be the President of United Fixtures Company, a Delaware corporation (the "Assignor"), who is named in and who executed the foregoing Assignment of Trademarks, and acknowledged that such person executed the same on behalf of the Assignor for the uses and purposes therein described.

(SEAL) **SHERI L. MURDOCK, Notary Public**
A Resident of Berrien County, MI
My Commission Expires: 12-27-95

Sheri L. Murdock
Notary Public
Cook County, Illinois

My Commission Expires:

12-27-95

TRADEMARK
REEL: 1385 FRAME: 0798

TRADEMARK
REEL: 002403 FRAME: 0908

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 14th day of August, 1995, personally appeared before me Stanley R. Jewell, to me known to be the Vice President of Capitol Hardware Acquisition, Inc., an Illinois corporation (the "Assignee"), who is named in and who executed the foregoing Assignment of Trademarks, and acknowledged that such person executed the same on behalf of the Assignee for the uses and purposes therein described.

(SEAL)



Margaret A. Bajzek
Notary Public
Cook County, Illinois

My Commission Expires:

3-15-97

TRADE-MARK
REEL: 002403 FRAME: 0799

TRADEMARK
REEL: 002403 FRAME: 0909

EXHIBIT A

1. Trademark: Federal Store Fixtures
Registration Number: 1,895,113
Registration Date: May 23, 1995
International Class: 20

2. Trademark: Sel-O-Rak (stylized letters)
Registration Number: 596,408
Registration Date: October 5, 1954
International Class: 20

3. Trademark: Val-U-Rak
Registration Number: 1,834,319
Registration Date: May 3, 1994
International Class: 6

4. Trademark: 3-In-One
Registration Number: 1,835,991
Registration Date: May 10, 1994
International Class: 6

5071401.03

6

RECORDED: 08/29/1995

RECORDED: 11/26/2001

TRADE MARK
REF: 1385 FRANK: 0800
TRADE MARK

REEL: 002403 FRAME: 0910