

12-10-2001

NET

Docket No.: D



Y

101911061

Tab settings

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

1. Name of conveying party(ies):
TESTUDINATA CORP., formerly known as TURTLE FUR COMPANY

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

12.6.01

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

2. Name and address of receiving party(ies):
TURTLE FUR COMPANY, formerly known as
Name: **TF ACQUISITION CORP.**

Internal Address: _____

Street Address: **146 Industrial Park Drive**

City: **Morrisville** State: **VT** ZIP: **05661**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Vermont**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **12/4/01**

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

A. Trademark Application No.(s)

see attached sheet

B. Trademark Registration No.(s) **2001**

see attached sheet

Additional numbers Yes No

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

Name: **Afschineh Latifi**

Internal Address: **TUCKER & LATIFI, LLP**

Street Address: **160 East 84th Street**

Suite 5-E

City: **New York** State: **NY** ZIP: **10028**

6. Total number of applications and registrations involved: **14**

7. Total fee (37 CFR 3.41): \$ **\$365.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

12/10/2001 LNUELLER 00000016 73595169

Q1 FC:481
Q2 FC:482

40.00 OP
325.00 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.

Afschineh Latifi
Name of Person Signing

Afschineh Latifi
Signature

December 5, 2001

Date

5

Total number of pages including cover sheet, attachments, and

MARK	CLASS	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
TURTLE FUR	24	73/595169	1,415,948	11/4/86
THE BABY NECK	25	73/683923	1,488,602	5/17/88
TURTLE FUR	24,25	74/169738	1,747,158	1/19/93
SOFT PRODUCTS FOR TOUGH WEATHER	24,25	74/169791	1,733,138	11/17/92
BRYSTIE	24,25	74/169792	1,743,227	12/29/92
SHELLACLAVA	25	74/459835	1,857,768	10/11/94
THE TURTLE'S NECK	20,24,25,28,40	74/717324	2,047,156	3/25/97
WINDTECH	25	75/139311	2,449,366	5/8/01
WINDTECH	25	75/976828	2,157,790	5/12/98
TURTLE FUR Logo	24,25,28	75/512978	2,292,431	11/16/99
EXPEDITION PROVEN FOR EVERYDAY ADVENTURES	24,25,28	75/512566	2,272,126	8/24/99
TURTLE FUR COMPANY	20,24,25,28,40,42	75/524750	2,331,209	3/21/00
WALKING TURTLE Logo	24,25,28	75/512568	2,270,708	8/17/99
TURTLE FUR plus Design	24,25	74/490999	1,940,228	12/5/95

U.S. Trademark Assignment

ASSIGNMENT made this 26th day of November, 2001, by **TESTUDINATA CORP.**, a Vermont corporation, formerly known as **TURTLE FUR COMPANY** with an office and place of business at 146 Industrial Park Drive, Morrisville, Vermont 05661 ("Assignor").

WHEREAS, Assignor is the owner of and has adopted, has used and is using the trademarks, or has an intent to use, indicated on the attached sheets (the "Trademarks"), hereinafter referred to as the "Marks", and is the owner of the registrations and applications therefore listed in such attached sheets (the "Registrations and Applications"); and,

WHEREAS, the **TURTLE FUR COMPANY**, a Vermont corporation, formerly known as **TF ACQUISITION CORP.**, with an office and place of business at 146 Industrial Park Drive, Morrisville, Vermont 05661 ("Assignee") wishes to acquire Assignor's right, title, and interest in and to the Marks together with the goodwill of the business in connection with which the Marks is used; and,

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used to Assignee.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of it's right, title and interest in and to the Marks together with the goodwill of the business in connection with which said Marks are used including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

Assignor warrants and represents that the Marks have not been previously assigned or encumbered in any manner and that it is free and clear of all liens and claims.

Assignor shall further render such other assistance as may be reasonably required by Assignee to record his ownership rights of the Marks in the United States.

IN WITNESS THEREOF, the Assignor has caused this assignment to be signed and executed on the date and year first written above.

TESTUDINATA CORP.

By: 
Richard L. Sontag

State of New York }
 ss:
County of New York }

On this 4th day of Dec in the year 2001 before me, Richard L. Sontag, the undersigned, personally appeared or known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and Richard L. Sontag acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ROBERT L. TUCKER
Notary Public, State of New York
No. 31-4811777
Qualified in New York County
Commission Expires Nov. 30, 2002

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EXHIBIT A