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

RECORDATION TRADE



DEPARTMENT OF COMMERCE Patent and Trademark Office

RE

101953263

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

1. Name of conveying party(ies): HED Industries Inc. 1-10-02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State NJ
Other
Additional name(s) of conveying party(ies) attached? Yes [] No [X]

2. Name and address of receiving party(ies)
Name: HED International Inc.
Internal Address:
Street Address: 449 Route 31
City: Ringoes State: NJ Zip: 08551
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State New Jersey
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:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: July 25, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
929,575 1,345,977
1,185,546 1,345,978
Additional number(s) attached Yes [] No [X]

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sperry, Zoda & Kane
Internal Address: John J. Kane
Suite D-One Highgate Drive
Trenton, NJ 08618
Trenton NJ 08618

7. Total fee (37 CFR 3.41) \$ 115.
Enclosed
[X] Authorized to be charged to deposit account

8. Deposit account number: 19-3750
(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.
John J. Kane
Name of Person Signing

Signature: John J. Kane

11/28/01 Date

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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

TRADEMARK REEL: 002427 FRAME: 0126

01/17/2002 LABELLER 06900102 1833750 929575 40.00 CH 75.00 CH



07-30-2001

U.S. Patent & TMO/™ Mail Rpt Dt. #7E

ASSIGNMENT

WHEREAS, HED INDUSTRIES INC. of 449 Route 31, P. O. Box 246, Ringoes, New Jersey 08551, (hereinafter referred to as ASSIGNOR) is the owner of the entire rights, title, interest, benefits and privileges in and to:

U.S. Trademark Reg. No. 929,575, registered on February 22, 1972, for UNIQUE, in International Class 34; and

U.S. Trademark Reg. No. 1,185,546, registered on January 12, 1982, for HED, in International Classes 9 and 11; and

U.S. Trademark Reg. No. 1,345,977, registered on July 2, 1985, for PERECO, in International Class 11; and

U.S. Trademark Reg. No. 1,345,978, registered on July 2, 1985, for PERENY, in International Class 11;

WHEREAS, ASSIGNOR has adopted, used and is using said mark in interstate commerce; and

WHEREAS, HED INTERNATIONAL INC. of 449 Route 31, P. O. Box 246, Ringoes, New Jersey 08551(hereinafter referred to as ASSIGNEE) is desirous of acquiring all rights, title, interest, benefits and privileges to said mark and the registration thereof as well as the goodwill associated therewith;

WHEREAS, ASSIGNOR hereby warrants that there has not been any knowing conveyance to any other party of any rights whatsoever under the above mark or registration and that ASSIGNOR

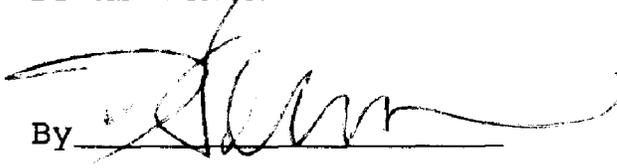
has a good and full right to assign same to the ASSIGNEE herein without encumbrance;

WHEREAS, ASSIGNOR further agrees to warrant that by execution of this agreement it shall apply to ASSIGNOR'S heirs and legal representatives, as well as ASSIGNOR, to do, upon ASSIGNEE'S request and at its expense, but without additional consideration, all acts reasonably serving to assure that the said mark, and the registration thereof, shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me or my heirs or representatives, if this assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents, disclaimers, and lawful affidavits or declarations in form and substance as may be requested by Assignee; to communicate to ASSIGNEE all facts known relating to said mark and registration thereof or the history thereof; and to furnish ASSIGNEE with any and all documents, photographs, models, samples and other physical exhibits under the control of ASSIGNOR or its heirs or legal representatives and which may be useful for establishing the facts concerning history of usage of said mark and prosecution and/or renewal of said registration thereof.

NOW THEREFORE, for good and valuable consideration furnished by ASSIGNEE to ASSIGNOR, receipt and sufficiency of which is hereby fully acknowledged, ASSIGNOR does hereby sell, assign and transfer unto said ASSIGNEE, all rights, title and interest, benefits, and privileges in and to the said mark and

the registration thereof, together with the good will of the business symbolized by the above designated mark and registration thereof.

BY ASSIGNOR

By 

Terrance J. Dennis
Vice President

Date 09-25-01

