

03-11-2002



To the Honorable Commissioner of Patent

102008418

and original documents or copy thereof.

1. Name of conveying party(ies):  
MAGLA PRODUCTS, INC.

Individual  Association  
 General Partnership  Limited Partnership  
 Corporation-State of New Jersey  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  yes  no

3. Nature of Conveyance:  
 Assignment  
 Security Agreement  
 Merger  
 Change of Name  
 Other \_\_\_\_\_

Execution Date: December 6, 2001

*MWD*  
*2/22/2*

2. Name and address of receiving party(ies):  
Name: Magla Products, L.L.C.  
Internal Address: \_\_\_\_\_  
Street Address: 159 South Street  
City Morristown State New Jersey Zip 07960  
Additional name(s) & address(es) attached?  Yes  No

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company in New Jersey

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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)  
1,430,286, 2,019,183, 2,049,991, 2,311,510, 2,311,511, 2,318,717,  
~~2,330,558, 2,370,218~~

Additional numbers attached?  Yes  No

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

Name: JOHN K. KIM  
Internal Address: \_\_\_\_\_  
Street Address: P.O. BOX 1477  
City: EDISON State: NEW JERSEY Zip: 08818

6. Total number of applications and trademarks involved: 8

7. Total fee (37 CFR 3.41): - - - - - \$ 215.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 19-1218  
(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 K. KIM  
Name of Person Signing  
Reg. No. 37,002

*John K. Kim*  
Signature

2/6/02  
Date

Total number of pages comprising cover sheet: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
03/11/2002 TDIAZI 00000033 191218 1430286 Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

FC:481 40.00 CH  
FC:482 175.00 CH

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**NUNC PRO TUNC ASSIGNMENT OF UNITED STATES TRADEMARKS**

WHEREAS, Magla Products, Inc., a corporation organized and existing under the laws of the State of New Jersey and having a place of business at 159 South Street, Morristown, New Jersey 07960 (referred to hereinafter as the "ASSIGNOR"), was the sole and exclusive owner of the following U.S. Trademark Registrations and the trademarks relating thereto (referred to hereinafter as the "Trademark Properties").

<u>U.S. Reg. Nos.</u>	<u>Marks</u>	<u>Registration Dates</u>
1,430,286	STAY FRESH	February 24, 1987
2,019,183	CLEAN TOUCH	November 26, 1996
2,049,991	ULTRA BLUE	April 1, 1997
2,311,510	POWER DOTS	January 25, 2000
2,311,511	GRIP IT	January 25, 2000
2,318,717	WARM MAX	February 15, 2000
2,330,558	NYPLEX	March 21, 2000
2,370,218	TUFF STUFF	July 25, 2000

WHEREAS, Magla Products, L.L.C., a limited liability company organized and existing under the laws of the State of New Jersey and having a place of business at 159 South Street, Morristown, New Jersey 07960 (referred to hereinafter as the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to said Trademark Properties and the goodwill symbolized thereby.

WHEREAS, the ASSIGNOR assigned said Trademark Properties as part of its entire business, including that portion to which said Trademark Properties pertain, to the ASSIGNEE by way of a Shareholder Agreement executed on December 1, 1999.

NOW, THEREFORE, in consideration and in exchange for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR hereby sells and assigns Nunc Pro Tunc as of December 1, 1999 to the ASSIGNEE, its successors, assigns and legal representatives, subject to any and all related security interests, liens and other encumbrances, whether recorded or not recorded in the United States Patent and Trademark Office, the entire right, title and interest of the ASSIGNOR, in and to said Trademark Properties and the goodwill symbolized thereby (collectively referred to hereinafter as the "ASSETS"), together with all unsatisfied claims for damages by reason of past infringement of said Trademark Properties, with the right to sue for such damages and collect same for its own use and benefit and for the use and benefit of its successors, assigns or other representatives.

The ASSIGNOR hereby constitutes and appoints the ASSIGNEE, its successors and assigns, the true and lawful attorney or attorneys of the ASSIGNOR, with full power of substitution, for it and in its name and stead or otherwise, but at the sole expense and on behalf of and for the benefit of the ASSIGNEE, its successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that the ASSIGNEE, its successors or assigns, may deem proper in order to assert or enforce any claim, right or title of any kind in and to the ASSETS hereby sold and transferred, and to defend and compromise any and all actions, suits or proceedings in respect of any of said ASSETS, and generally to do any and all such acts and things in relation thereto as the ASSIGNEE, its successors or assigns, shall

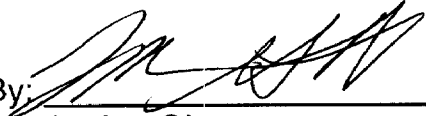
deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. The ASSIGNOR declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by the ASSIGNOR.

This instrument and all of its terms shall inure to the benefit of and shall bind the ASSIGNOR and ASSIGNEE and their respective successors and assigns.

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

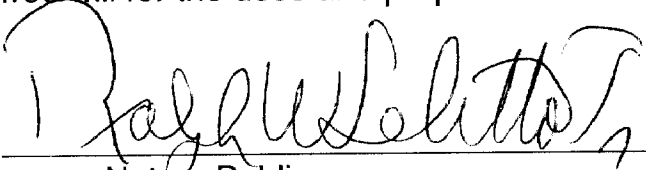
Magla Products, Inc.

Date: 12/6/01

By:   
Jordan Glatt  
President

State of New Jersey  
County of Morris

On this 6th day of December, 2001, before me personally came the above-named Jordan Glatt, who I am satisfied is the person named in the foregoing instrument, who executed the foregoing instrument on behalf of Magla Products, Inc., and who acknowledged to me the same was executed by him of his own free will for the uses and purposes therein set forth.

  
Notary Public

An Attorney At Law  
in the State of New Jersey