

MAG
2/22/02

03-11-2002



To the Honorable Commissioner of Patents

102008417

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

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) 75/591,132

B. Trademark Registration No.(s)

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: 1

7. Total fee (37 CFR 3.41): ----- \$ 40.00
 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 *John K Kim* 2/6/02
 Name of Person Signing Signature Date

Reg. No. 37,002

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 00000034 191218 75591132
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

1 FC:481 40.00 CH

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information, Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

**CONFIRMATORY NUNC PRO TUNC ASSIGNMENT
OF UNITED STATES TRADEMARK**

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 U.S. Trademark Application Serial No. 75/591,132 filed November 12, 1998 for the trademark "HAND HELPERS".

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"), succeeded to the business, assets and appurtenant goodwill of said ASSIGNOR by way of a Shareholder Agreement executed on December 1, 1999, which Agreement assigned to the ASSIGNEE said trademark, the goodwill related thereto and the trademark application relating thereto (collectively referred to hereinafter as the "ASSETS") as part of the entire business of the ASSIGNOR.

WHEREAS, the prior assignment of said ASSETS to the ASSIGNOR was memorialized by way of an Assignment dated September 12, 2001 and recorded at the United States Patent and Trademark Office on Reel 002164 at Frame 0116, but the Assignment was not made Nunc Pro Tunc as of the date of the Shareholder Agreement (i.e., December 1, 1999).

WHEREAS, the ASSIGNOR and the ASSIGNEE wish make the assignment of said ASSETS Nunc Pro Tunc as of 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 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 ASSETS, including said trademark, the goodwill relating thereto and the trademark application relating thereto, together with all unsatisfied claims for damages by reason of past infringement of said ASSETS, 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.

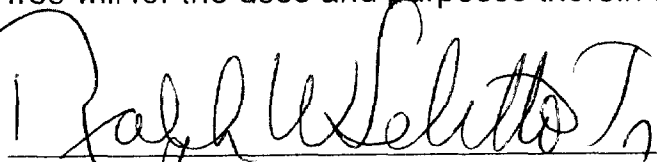
Magla Products, Inc.

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