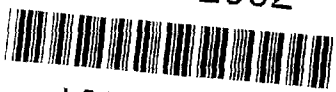


04-09-2002

SECTION 50

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102048392 TRADEMARK

ET

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

Kenyon Consumer Products, Inc.

3-28-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 03/04/2002

2. Name and address of receiving party(ies)

Name: KCP Acquisition, LLC

Internal

Address:

Street Address: 141 Fairgrounds Road

City: W. Kingston State: RI Zip: 02892

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited liability company of RI

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) 2250526

Additional number(s) attached Yes No

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

Name: George W. Tuttle

Internal Address: Holland & Knight LLP

Street Address: 10 St. James Avenue

City: Boston State: MA Zip: 02116

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

George W. Tuttle

Name of Person Signing

George W. Tuttle Signature

March 28, 2002

Date

5

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

04/09/2002 DBYRNE 00000009 2250526

01 FC:481 02 FC:482

40.00 DP 150.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

RECORDATION COVER SHEET

Item 4 Continued

Trademark Registration Numbers:

2134245, 2060254, 1722977, 1501419, 1350769, 1171818

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 4th day of March, 2002, by and between ALLAN M. SHINE ("Assignor") in his capacity as the duly appointed Permanent Receiver of **KENYON CONSUMER PRODUCTS, INC.**, a Rhode Island corporation ("Kenyon") and **KCP ACQUISITION, LLC**, a Rhode Island limited liability company ("Assignee").

WHEREAS, pursuant to an Order of the Washington County Superior Court of the State of Rhode Island entered on the 27th day of February, 2002 in the Receivership proceeding pending before that Court, docketed as W.M. No. 01-627, the Assignor is authorized to execute this Trademark Assignment.

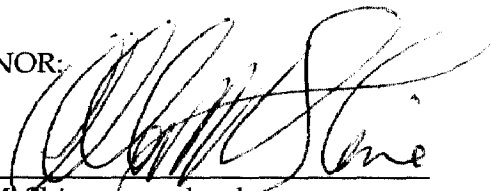
WHEREAS, Kenyon, domiciled in the United States of America, located at 141 Fairgrounds Road, West Kingston, Rhode Island, USA 02892, has adopted and used the trademarks listed in **Appendix A** attached hereto; and

WHEREAS, KCP, domiciled in the United States of America with its place of business at 141 Fairgrounds Road, West Kingston, Rhode Island, USA 02892, is desirous of acquiring said trademarks and each of them together with the goodwill of the business symbolized by that trademark, and any and all federal registrations and applications therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Kenyon does hereby assign unto Assignee all right, title and interest in and to each of said trademarks listed in **Appendix A** together with the goodwill of the business symbolized by the trademark, and any and all registrations and applications for each trademark.

Assignee covenants and agrees to indemnify and hold harmless Assignor, both individually and in his fiduciary capacity, Kenyon Consumer Products, Inc., and their respective heirs, administrators, successors and assigns, from and against any and all manner of action and actions, cause or causes of action, suits, debts, sums of money and all other claims and demands whatsoever in law or in equity (including reasonable attorney's fees) arising out of or in any matter in connection with the use of the trademarks listed in **Appendix A**, which relate to periods after the date hereof.

THIS ASSIGNMENT is executed at Providence, Rhode Island, this 4th day of March, 2002.

ASSIGNOR: 

Allan M. Shine, as and only as Receiver of Kenyon Consumer Products, Inc. and not individually.

STATE OF RHODE ISLAND

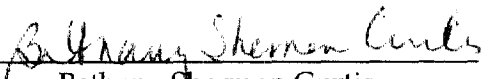
COUNTY OF PROVIDENCE

Before me personally appeared Allan M. Shine, this 4th day of March, 2002, to me known and known to be the Receiver of Kenyon Consumer Products, Inc., and acknowledged to me that he freely signed the foregoing instrument in his capacity as Receiver of Kenyon Consumer Products, Inc. and not individually, for the purpose and intent set forth therein.


Notary Public RICHARD S. LAND
My Commission Expires: 5/12/05

ASSIGNEE:

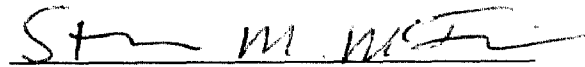
KCP ACQUISITION, LLC

By: 
Bethany Sherman Curtis
President and Sole Member

STATE OF RHODE ISLAND

COUNTY OF Provi.

Before me personally appeared Bethany Sherman Curtis this 4th day of March, 2002, to me known and known to be the President and Sole Member of KCP Acquisition, LLC., and acknowledged to me that she freely signed the foregoing instrument for the purpose and intent set forth therein.


Notary Public
My Commission Expires: 7/26/05

Appendix A

Serial Number	Reg Number/Date	Work Mark	Live/Dead Indicator
7538756	<u>2250526</u> June 1, 1999	SILKYESTER	LIVE [8&15 due 6/1/2005]
75230451	<u>2134245</u> Feb. 3, 1998	STRATA	LIVE [8&15 due 2/3/2004]
74547929	<u>2060254</u> May 13, 1997	POLARSKINS	LIVE [8&15 due 5/13/2002]
74022875	<u>1722977</u> Oct. 6, 1992	KENYON TOASTYS	LIVE [8&15 due 10/6/2002]
73704811	<u>1501419</u> Aug. 23, 1998	COMFORT SKINS	LIVE [8&15 due 8/23/2008]
73507680	<u>1350769</u> July 23, 1985	KENYON STRATA	LIVE [8&15 due 7/23/2005]
73202883	<u>1171818</u> Oct. 6, 1981	KENYON	LIVE [8&15 due 10/6/2001]