



05-06-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (8/2002)

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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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): GWI Liquidating Company, Inc. (f/k/a Garden Way, Incorporated)

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

4-26-02

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: January 9, 2002

2. Name and address of receiving party(ies)

Name: Murray, Inc.

Internal Address:

Street Address: 219 Franklin Road

City: Brentwood State: TN Zip: 37027

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Tennessee

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,475,642; 1,398,271; 1,194,205; 1,399,204

Additional number(s) attached Yes No

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

Name: Sheldon H. Klein, Esq.

Internal Address: Arent Fox

Street Address: 1050 Connecticut Avenue, NW

City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

01-2300

(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.

Sheldon H. Klein

Name of Person Signing

Signature

Signature

April 26, 2002

Date

6

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

05/03/2002 DBYRNE 00000116 1475642

01 FC:481 02 FC:482

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

TRADEMARK REEL: 2499 FRAME: 0608

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, made effective as of January 9, 2002, from GWI LIQUIDATING COMPANY, INC. (f/k/a GARDEN WAY INCORPORATED), a New York corporation with offices at 1 Garden Way, Troy, New York 12180 (the "Assignor"), to MURRAY, INC., a Tennessee corporation with offices at 219 Franklin Road, Brentwood, Tennessee 37027 (the "Assignee").

WHEREAS, Assignor is the owner of United States Trademarks described on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under said Trademarks that is owned by Assignor;

NOW, THEREFORE, for One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does sell, assign, and transfer unto Assignee, its successors and assigns, all of its right, title and interest for all countries of the world, in, to and under said Trademarks, together with the right to sue for past infringement of said Trademarks; and all applications which have been or shall be filed in any foreign countries for Trademarks on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Trademarks of foreign countries which may be granted therefrom, all of the above to be held and enjoyed by Assignor, for its own use and benefit, and for its successors, legal representatives, and assigns, as fully and completely as the same would have been held and enjoyed by Assignee had this assignment and sale not been made, to the full and end of the term for which said Trademarks is granted;

AND, for the consideration aforesaid, Assignor does hereby agree that such Assignor, and its legal representatives will make, execute and deliver any and all other instruments in writing, including any and all further application papers, affidavits, assignments and other documents, and will communicate to Assignee, its successors and representatives, all facts known to it relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in Assignee, its successors or assigns, the right, title and interest in and to the said improvements, inventions, applications, Trademarks, rights, title, benefits, privileges and advantages hereby sold, assigned and conveyed or intended so to be.

AND, furthermore, Assignor covenants and agrees with Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by it, and that full right to convey the same as herein expressed is possessed by it.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first set forth above.

GWI LIQUIDATING COMPANY, INC.
(f/k/a GARDEN WAY INCORPORATED)

By: [Signature]
Name: WILLIAM E. REDMOND, JR.
Its: PRESIDENT & CEO

MURRAY, INC.

By: _____
Name: _____
Its: _____

STATE OF Delaware)
COUNTY OF New Castle) ss.

On this 8th day of January 2002, before me personally appeared WILLIAM E. REDMOND, an authorized representative of GWI LIQUIDATING COMPANY, INC. (f/k/a GARDEN WAY INCORPORATED), and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Bridget M. Vazquez
Notary Public
My Commission Expires: 4/17/02

BRIDGET M. VAZQUEZ
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires April 17, 2002

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of January 2002, before me personally appeared _____, an authorized representative of MURRAY, INC., and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Notary Public, _____
My Commission Expires: _____

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed as of the date first set forth above.

GARDEN WAY INCORPORATED
(f/k/a GARDEN WAY INCORPORATED)

By: _____
Name:
Its:

MURRAY, INC.

By: *[Signature]*
Name: Wayne G. Smith
Its: CEO + PRESIDENT

STATE OF _____)
) ss.
COUNTY OF _____)

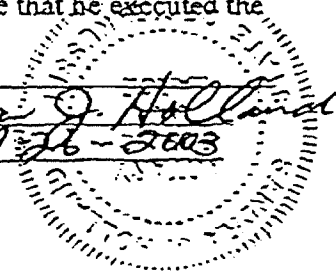
On this _____ day of January, 2002, before me personally appeared WILLIAM E. REDMOND, an authorized representative of GWI LIQUIDATING COMPANY, INC. (f/k/a GARDEN WAY INCORPORATED), and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Notary Public
My Commission expires:

STATE OF Tennessee)
) ss.
COUNTY OF Williamson)

On this 9th day of January, 2002, before me personally appeared Wayne G. Smith, an authorized representative of MURRAY, INC., and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

Notary Public, *[Signature]*
My Commission Expires: 7-26-2003



Debris Related Trademarks

Case Number	Country	Mark	Status	Registration No. and Date
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1	979.084 USA	CHIPPEWA	Registered	1,475,642 02/09/88
2	979.144 USA	SUPER TOMAHAWK & DESIGN	Registered	1,398,271 06/24/86
3	979.148 USA	TOMAHAWK	Registered	1,194,205 04/27/82
4	979.149 USA	TOMAHAWK (Sylized Word)	Registered	1,399,204 07/01/86



Common Law Brand Names and Trade Names

Chippewa, Super Tomahawk, Tomahawk and Debris¹

¹ Only to the extent the Debtor holds an interest in such Common Law Brand Names and Trade Names.