

4/20/02
O I P E J C 7 9
APR 20 2002
PATENT & TRADEMARK OFFICE

05-07-2002

FORM PTO-159

1-31-92

RE

1



102079835

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying Party:

Deer-Off, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation **Connecticut**
☐ 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: **April 12, 2002**

2. Name and Address of receiving Party:

Name: **Safer, Inc.**

Internal Address:

Address: **2711 Centerville Road, Suite 400
Wilmington, Delaware 19808**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation **Delaware**
☐ 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)

1,873,544

2,552,028

Additional sheet attached? ☐ Yes ☒ No

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

Jacobson Holman PLLC
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. **12614/M-8995**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41)..... \$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit Account No.: **06-1358**

(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.

Marvin R. Stern

Name of Person Signing

Signature

April 29, 2002

Date

Total number of pages including cover sheet, attachments, and document: **5**

JPH&S 341-8/92

05/06/2002 GTON11 00000236 1873544

01 FC:481
02 FC:482

40.00 DP
25.00 DP

TRADEMARK
REEL: 002500 FRAME: 0279

ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

WHEREAS, Deer-Off, Inc., a corporation organized and existing under the laws of the State of Connecticut, having a place of business at 1492 High Ridge Road, Stamford, Connecticut 06903 (the "Seller"), has adopted and used and is using the trademarks (the "Marks") identified on Schedule A attached hereto, and is the owner of the registrations and applications of such Marks in the United States Patent and Trademark Office identified on such Schedule A;

WHEREAS, Safer, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 (the "Buyer"), is desirous of acquiring the Marks and the registrations thereof; and

WHEREAS, the Seller, Woodstream Corporation, a Pennsylvania corporation, Thomas Loucas and Athena Loucas, individuals residing in the State of Connecticut (collectively, the "Parties"), entered into an Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of April 12, 2002, pursuant to which, among other things, the Parties desire to cause the Marks to be transferred from the Seller to the Buyer.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Seller does hereby assign, sell and transfer unto the Buyer all right, title and interest in and to the Marks, together with (i) the registrations and applications of the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations and applications thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations and applications thereof or such associated goodwill. Nothing contained in this Assignment of Trademarks and Trademark Applications shall expand, reduce or otherwise affect the indemnification rights of the Parties under the Asset Purchase Agreement. In the event of a conflict between this Assignment of Trademarks and Trademark Applications and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Seller, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 10th day of April, 2002.

DEER-OFF, INC.

By: Athena P. Loucas
Name: ATHENA P. LOUCAS
Title: PRESIDENT

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

)
) ss. STAMFORD
)

On this 10th day of April, 2002, before me appeared ATHENA P. LOUCAS the person who signed this instrument, who acknowledged that s/he is the PRESIDENT of Deer-Off, Inc. and that being duly authorized s/he signed such instrument as a free act on behalf of said corporation.

James W. Kambas
Notary Public

[Seal]

My commission expires:

9/30/04

The foregoing assignment of the Marks and the registrations and applications thereof by the Seller to the Buyer is hereby accepted as of the 12th day of April, 2002.

SAFER, INC.

By: _____

Name: Harry E. Whaley

Title: President

Trademarks and Trademark Registrations

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
DEER-OFF	1873544	January 17, 1995
BULB GUARD	2552028	March 26, 2002

Trademark Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
MOSQUITOFF	76094650	July 24, 2000
TICKOFF	76094795	July 24, 2000

t