

5/3/02

05-15-2002



To the Honorable Commissioner of Patents and Trade

102089771

documents or copy thereof.

1. Name of conveying party(ies):

MAGLA PRODUCTS

- 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)

B. Trademark Registration No. (s) **686,274; 1,015,527; 1,114,332; 1,157,357; 1,176,293; 1,221,765; 1,363,441; 1,436,448; and 1,476,894.**

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: 203 Main Street

City: Metuchen State: New Jersey Zip: 08840-2727

6. Total number of applications and trademarks involved: 9

7. Total fee (37 CFR 3.41): ----- \$ 240.00

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

Signature

5/3/02

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:

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

05/14/2002 TBIAZ1 00000185 191218 686274

01 FC:481 40.00 CH
04 FC:482 200.00 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

NUNC PRO TUNC ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, Magla Products, 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>
686,274	MAGLA	October 6, 1959
1,015,527	EASY WIPE	July 8, 1975
1,114,332	MAGLA WHIRL	March 6, 1979
1,157,357	EXTRA HANDS	June 9, 1981
1,176,293	LOVING HANDS	November 3, 1981
1,221,765	MAGLA	December 28, 1982
1,363,441	SKIN EEZ	October 1, 1985
1,436,448	HAND HELPERS	April 14, 1987
1,476,894	ULTRAWIPE	February 16, 1988

WHEREAS, the ASSIGNOR was a corporation separate, distinct and independent from Magla Products, Inc., a corporation which co-existed in the past with the ASSIGNOR under the laws of the State of New Jersey and which had a place of business at 159 South Street, Morristown, New Jersey 07960 (referred to hereinafter as the "separate Magla corporation"), and was at times identified with an "Inc." suffix for specifying its corporate identity without intending to designate same as the separate Magla corporation.

WHEREAS, the renewal or corrected certificates of registration for U.S. Trademark Registration Nos. 686,274, 1,114,332 and 1,176,293 identify the ASSIGNOR with an "Inc." suffix.

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 an Assignment and Assumption 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.

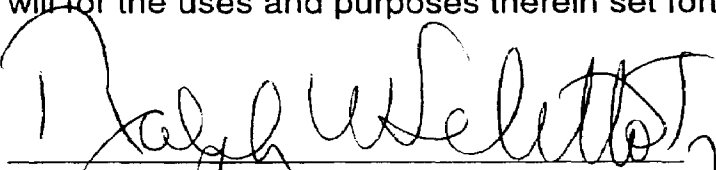
Magla Products

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 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