

5/3/02

RECORDS
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05-15-2002



DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks.

102089772

copies or copy thereof.

1. Name of conveying party(ies):
 MAGLA PRODUCTS, INC. 7002 MAY -3 2002

Individual ~~ASSOCIATION~~
 General Partnership Limited Partnership
 Corporation-State of New Jersey
 Other _____

Additional name(s) of conveying party(ies)
 attached? yes no

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

3. Nature of Conveyance:
 Assignment
 Security Agreement
 Merger
 Change of Name
 Other _____

Execution Date: May 3, 2002

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; 1,476,894; and 1,919,793.

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: 10
 7. Total fee (37 CFR 3.41): - - - - - \$ 265.00
 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 [Signature] 5/3/02
 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:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

05/14/2002 TBIAZI 00000184 191218 686274
 01 FC:481 40.00 CH
 02 FC:482 225.00 CH

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**CONFIRMATORY AND CORRECTIVE NUNC PRO TUNC
ASSIGNMENT OF UNITED STATES TRADEMARKS**

WHEREAS, Magla Products, Inc., a corporation organized under the laws of the State of New Jersey with a place of business at 159 South Street, Morristown, New Jersey 07960 (referred to hereinafter as "INC"), 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
1,919,793	FASHION FIT	September 19, 1995

WHEREAS, INC was also known as "Magla Products", and the certificates of registration for some of the foregoing Trademark Properties have been issued in the name of "Magla Products."

WHEREAS, INC assigned Nunc Pro Tunc as of December 1, 1999 the entire right, title and interest of INC in and to said Trademark Properties and the goodwill symbolized thereby to 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 "LLC"), by way of a Nunc Pro Tunc Assignment of United States Trademarks executed by INC on December 6, 2001 and by way of a Nunc Pro Tunc Assignment executed by INC on September 18, 2001.

WHEREAS, INC and LLC wish to ratify the prior assignment mentioned above and clarify specifics relating thereto.

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, INC hereby confirms that it has sold and assigned Nunc Pro Tunc as of December 1, 1999 to LLC, 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 INC, 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.

INC hereby constitutes and appoints LLC, its successors and assigns, the true and lawful attorney or attorneys of INC, 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 LLC, its successors and assigns, to institute and prosecute from time to time, any proceedings at law, in equity or otherwise, that LLC, 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 LLC, 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. INC declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by INC.

This instrument and all of its terms shall inure to the benefit of and shall bind INC and LLC and their respective successors and assigns.

IN WITNESS WHEREOF, INC has caused this instrument to be executed and delivered by its proper officer thereunto duly authorized.

~~Sworn to and subscribed~~

~~before me this~~

~~3rd day of May 2002~~

Magla Products, Inc.

Date: May 3, 2002

By: [Signature]
Jordan Glatt
President

State of New Jersey
County of Union

On this 3rd day of May, 2002, 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.

[Signature]
Notary Public

MARION E. BRAXTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 17, 2004