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

RECORD TRADEMARK 102100930

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):

Bounty SCA Worldwide, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company - Delaware

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 1, 2002

2. Name and address of receiving party(ies)

Name: Good Neighbor, Ltd.

Internal

Address:

Street Address: 23248 Calvert Street

City: Woodland Hills State: CA Zip: 91367

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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)

76/357,462

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Cleary & Komen, LLP

Internal Address:

Street Address: 600 Pennsylvania Ave., SE Suite 200

City: Washington State: DC Zip: 20003

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: If check is not attached, please charge Account No. 02-4500.

(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.

J. Michael Cleary

Name of Person Signing

Signature

5-16-02

Date

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

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

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Bounty SCA Worldwide, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignor"), is the owner of or has rights in the pending applications for trademark registration of the Good Neighbor service mark filed on January 12, 2002 and assigned serial No. 76/357,⁴⁶²~~42~~ (the "Trademark");

WHEREAS, the Asset Purchase Agreement, dated as of April 1, 2002 (the "Asset Purchase Agreement"), by and between Assignor and Good Neighbor, LTD ("Assignee") provides for, among other things, the assignment by Assignor of the Trademark to Assignee;

NOW, THEREFORE, for good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby contribute, grant, assign, convey and transfer unto Assignee, Assignor's entire right, title and interest in and to the Trademark, and any extensions and renewals thereof, and all rights corresponding thereto throughout the world, together with the good will of the business connected with the use of, and symbolized by, the Trademark. Assignee and its successors, assigns or other legal representatives, shall hold all right, title and interest to the Trademark for its or their own use and advantage as fully and entirely as Assignor would have held and enjoyed had this assignment not been made, including all rights to profits and damage by reason of past, present and future infringement of any of the Trademark by any party or parties, with the right to sue and

collect the same for Assignee's own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

It is expressly acknowledged that with respect to the Trademark for which registration is being sought in the U.S. under the intent to use provision of the Trademark Act (15 U.S.C. Section 1051(b)), Assignor is assigning the Trademark as part of the entire business or portion thereof to which the Trademark pertains.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and the empowered officials of all other governments, anywhere in the world, to issue or transfer the Trademark to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

Assignor hereby appoints Assignee its attorney-in-fact to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which any of the Trademark are used, pending or issued, granting or confirming the rights granted herein, but only to the extent of those rights granted herein in connection with the Trademark. Assignor agrees that it shall execute all documents reasonably necessary to perfect Assignee's title to the Trademarks.


To the extent that any provision of this Assignment is inconsistent with the Agreement, the provisions of the Agreement shall control.

This Assignment shall be binding upon the successors and assigns of Assignor, and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be

duly executed on the 1st day of April 2002.

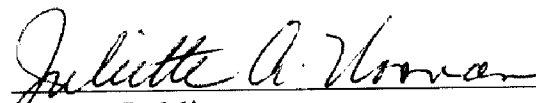
BOUNTY SCA WORLDWIDE, LLC

By: 
Name: DIANNE CULLEN
Title: EXEC. V.P.

Attest:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 1st day of April, 2002, before me personally came Dianne Cullen to me known, who, being by me duly sworn, did depose and say that is the Executive Vice President of Bounty SCA Worldwide, LLC, the limited liability company described in and which executed the foregoing instrument, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Member of said company, and that she signed his name thereto by like order.



Notary Public

JULIETTE A. NOONAN
Notary Public, State of New York
No. 01NO5058761
Qualified in Kings County
Commission Expires April 15, 2002