

06-10-2002

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



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

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

1. Name of conveying party(ies): VISSAN DESIGNS LIMITED 5-31-02

2. Name and address of receiving party(ies) Name: CFM Corporation Internal 475 Admiral Boulevard Address: Street Address: City: Mississauga State: Ontario Zip: L5T 2N1

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: MARCH 27, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1, 980, 104 2, 127, 518

5. Name and address of party to whom correspondence concerning document should be mailed: Name: VIVIAN POLAK, ESQ. Internal Address: LeBoeuf, Lamb, Greene & MacRae LLP Street Address: 125 West 55th St. City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (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. VIVIAN POLAK, ESQ. Name of Person Signing Signature Date 5/30/02

Total number of pages including cover sheet, attachments, and document: 6

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01 FC:481 02 FC:482

40.00 DP 25.00 DP

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

TRADEMARK REEL: 002520 FRAME: 0896

ASSIGNMENT OF TRADEMARKS

WHEREAS The Toronto Dominion Bank (the "Bank") is the holder of a General Security Agreement dated May 20, 1998 and a Security Agreement dated March 22, 1998 over specified goods (collectively herein referred to as the "Security") made between Vissan Designs Limited ("Vissan") and the Bank upon all property of Vissan including, without limitation, all intangibles (the "Property");

AND WHEREAS the trade-marks described in Schedule A and Schedule B attached hereto (the "Trade-marks") are included in the Property;

AND WHEREAS Vissan has defaulted in its obligations under the Security and, as a result of such default, the Bank has sent Notice of Intention to Sell pursuant to Section 63(4) of the *Personal Property Security Act* (the "PPSA") to Vissan and to all other parties entitled to notice pursuant to the PPSA by registered mail on February 26, 2002;

AND WHEREAS neither Vissan nor any other party entitled to notice pursuant to the PPSA has redeemed the Property as secured by the Security;

AND WHEREAS the Bank is therefore entitled, pursuant to the PPSA, to sell the Trade-mark secured by the Security;

AND WHEREAS the Bank has appointed Ernst & Young Inc. (the "Seller") as its agent by appointment dated March 26, 2002 to sell the Property;

AND WHEREAS the Seller has agreed to sell the Trade-mark to CFM Corporation (the "Assignee");

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged the Seller does irrevocably sell, assign and transfer unto the Assignee, its successors and assigns, all of Vissan's right, title and interest in Canada, the United States and worldwide in and to any and all of the Trade-marks, including the applications and registrations, together with the goodwill of any and all business carried on in association

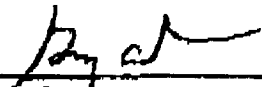
Assignment of Trademark(v2).DOC

with and symbolized by the Trade-marks, the same to be held by the Assignee, its successors and assigns, as fully and effectively as they would have been held by the Seller had this sale, assignment and transfer not been made.

AND the recording or registration of the assignments granted hereunder shall be in the sole discretion of, and shall be the sole responsibility of the Assignee, however, the Seller agrees to execute any instruments necessary, and do all other things necessary, to ensure the Assignee can record and register the assignments.

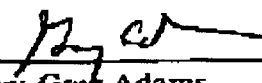
This assignment effective this 27th day of March executed at ~~Toronto~~, Ontario, this 27th day of March, 2002.
STINA

ERNST & YOUNG INC. acting solely in its capacity as agent for The Toronto Dominion Bank and not in its personal capacity

By: 
Name: Greg Adams
Title: Vice-President

I, Ruthann Wheaton, whose full post office address is 410 ERNST & Young Inc. 1600-100 Queen St, Ottawa, ON K1P 1K1 was personally present and did see GREG ADAMS, Vice-President of ERNST & YOUNG INC. execute the above assignment.

ERNST & YOUNG INC., as Trustee in Bankruptcy of Vissan Designs Limited and not in its personal capacity

By: 
Name: Greg Adams
Title: Vice-President

I, Ruthann Wheaton, whose full post office address is 410 ERNST & Young Inc. 1600-100 Queen St, Ottawa, ON K1P 1K1 was personally present and did see GREG ADAMS, Vice-President of Ernst & Young Inc., Trustee in Bankruptcy of Vissan Designs Limited execute the above assignment.

CFM CORPORATION

By: [Signature]
Name: SOBYA STARK
Title: DIRECTOR LEGAL AFFAIRS AND
CORPORATE SECRETARY

1. Josanne Smith, whose full post office address is 1/2 CFM Corporation
15 Admiral Blvd. Mississauga, ON L5T 2A4 was personally present and did see [Signature] of CFM CORPORATION execute the above assignment.

SCHEDULE "A"

CANADA

<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>REG. NO.</u>
VISSAN	0751766	TMA440207
FIRESIDE MANTELS BY VISSAN & DESIGN	0751767	TMA476167

SCHEDULE "B"

UNITED STATES

<u>TRADE-MARK</u>	<u>APPLICATION NO.</u>	<u>REG. NO.</u>
VISSAN	74525550	1980104
FIREMIDE MANTELS BY VISSAN & DESIGN	74525551	2127518

Assignment of Trademark(12).DOC