

ASSIGNMENT OF TRADEMARK

Pursuant to the Trademark Act (Section 15 U.S.C. §1060), the Applicant, WADDINGTON NORTH AMERICA BUSINESS TRUST, (Assignor) with a business address at 100 East River Center Blvd, Suite 220, Covington, KY 41011 does hereby convey the below-referenced registered trademark and the good will to which the mark pertains, to WNA COMET EAST (Assignee) with a business address at 63 Stuart Road, Chelmsford, MA 01824

| <u>Mark(s):</u> | <u>Registration No(s):</u> |
|------------------|-----------------------------|
| <u>CATERLINE</u> | <u>2,015,090 (WNA69-TM)</u> |
| <u>CATERLINE</u> | <u>2,002,633 (WNA68-TM)</u> |

The Assignor being the rightful owner of the mark and registration, has adopted and is using the above-referenced mark in U.S. Commerce (or through its subsidiaries and/or affiliates).

For good and valuable consideration which is hereby acknowledged, Assignor hereby assigns all right, title, and interest in and to said mark, including the good will of the business associated and symbolized by the mark, along with the registration thereof.

This assignment is in compliance with the Trademark Act, except included herein for reference.

(15 U.S.C. §1060). Assignment (excerpt)

(a) A registered mark or a mark for which an application to register has been filed shall be assignable with the good will of the business in which the mark is used, or with that part of the good will of the business connected with the use of and symbolized by the mark. Notwithstanding the preceding sentence, no application to register a mark under section 1(b) [15 USC §1051(b)] shall be assignable prior to the filing of an amendment under section 1(c) [15 USC §1051(c)] to bring the application into conformity with section 1(a) [15 USC §1051(a)] or the filing of the verified statement of use under section 1(d) [15 USC §1051(d)], except for an assignment to a successor to the business of the applicant, or portion thereof, to which the mark pertains, if that business is ongoing and existing. In any assignment authorized by this section, it shall not be necessary to include the good will of the business connected with the use of and symbolized by any other mark used in the business or by the name or style under which the

business is conducted. Assignments shall be by instruments in writing duly executed. Acknowledgment shall be prima facie evidence of the execution of an assignment, and when the prescribed information reporting the assignment is recorded in the Patent and Trademark Office, the record shall be prima facie evidence of execution. An assignment shall be void against any subsequent purchaser for valuable consideration without notice, unless the prescribed information reporting the assignment is recorded in the Patent and Trademark Office within 3 months after the date of the subsequent purchase or prior to the subsequent purchase. The Patent and Trademark Office shall maintain a record of information on assignments, in such form as may be prescribed by the Director.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN WITNESS WHEREOF, I hereunto set my hand and seal on the date ascribed therewith.

Stephen Morehouse
Signature

Stephen Morehouse
Print Name

VP Finance
Title
- 9/11/02
Date

State of Massachusetts
County of Middlesex

Before me this 11 day of September, 2002, personally appeared or provided sufficient forms of identification, Stephen Morehouse and acknowledged the foregoing instrument to be his or her free act and deed.

SEAL



Mary Louise Ryan
Notary Public, Justice of the Peace
My Commission expires on 04-17-03

TOTAL P. 03