

09-09-2002

FORM PATENT AND TRADEMARK OFFICE-1594



U.S. DEPARTMENT OF COMMERCE

PATENT AND TRADEMARK OFFICE

To THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

102215097

ITS OR COPY THEREOF

ING PARTY(IES):

1. NAME OF CONVEYING PARTY(IES):

KPMG INC., as receiver

9.4.02

2. NAME AND ADDRESS OF RECEIVING PARTY(IES):

OSF PARTNERSHIP

INTERNAL ADDRESS:

STREET ADDRESS:

650 Barmac Drive
Toronto, Ontario M9L 2X8

- INDIVIDUAL(S)
- GENERAL PARTNERSHIP
- CORPORATION-STATE OF
- OTHER CANADIAN CORPORATION
- ASSOCIATION
- LIMITED PARTNERSHIP

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? Yes No

3. NATURE OF CONVEYANCE:

- ASSIGNMENT
- SECURITY AGREEMENT
- OTHER
- MERGER
- CHANGE OF NAME

EXECUTION DATE: April 17, 2002

- INDIVIDUAL(S) CITIZENSHIP
- ASSOCIATION
- GENERAL PARTNERSHIP
- LIMITED PARTNERSHIP
- CORPORATION-STATE OF
- OTHER

IF ASSIGNEE IS NOT DOMICILED IN THE UNITED STATES, A DOMESTIC REPRESENTATIVE DESIGNATION IS ATTACHED Yes No

ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED? Yes No

4. APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S):

A. TRADEMARK APPLICATION NO(S):

B. TRADEMARK REGISTRATION NO(S):

2,224,979

ADDITIONAL NUMBERS ATTACHED? Yes No

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

NAME: C. Douglas McDonald
INTERNAL ADDRESS: Carlton, Fields, et al.
STREET ADDRESS: P. O. Box 3239
Tampa, FL 33601-3239

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
NOTE: (ONLY IF AMOUNT ENCLOSED IS INCORRECT)

8. DEPOSIT ACCOUNT NUMBER:

03-0683

(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.

C. Douglas McDonald
NAME OF PERSON SIGNING

SIGNATURE

DATE

8/29/02

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

09/06/2002 TDIAZ1 00000069 2224979

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40.00 UP

TPA#1780463.01

TRADEMARK
REEL: 002577 FRAME: 0291

2, 224, 979

U. S. A.

**REVOCATION OF AGENT
AND APPOINTMENT OF AGENT AND DOMESTIC REPRESENTATIVE**

The undersigned, OSF Partnership whose full post office address or principal place of business is 650 Barmac Drive, Toronto, Ontario, Canada, M9L 2X8, is the owner of the U.S. trademark registrations and/or applications identified in Schedule A" hereto.

OSF Partnership hereby revokes any and all previous appointments of agent or representative for service in respect of the trademarks identified in Schedule "A", and appoints see below *, to which any notice in respect of the trademarks may be sent and upon which service of any proceedings in respect of the registrations or applications may be given or served with the same effect as if they had been given to or served upon the applicant or owner.

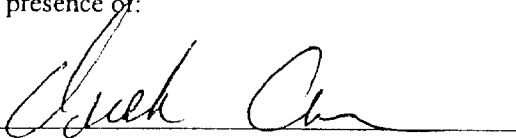
OSF Partnership hereby appoints see below * as its Domestic Representative upon whom notice or process in proceedings affecting the mark may be served.

EXECUTED at Toronto this 17~~th~~ day of April, 2002.

OSF PARTNERSHIP, by its partners:

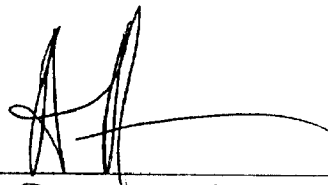
4040805 CANADA INC.

In the presence of:



Witness

By:



Name:

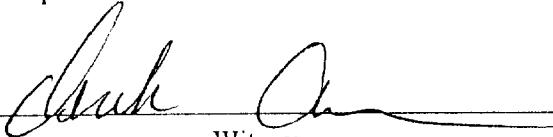
DOUG BERMAN

Title:

CHIEF EXECUTIVE OFFICER

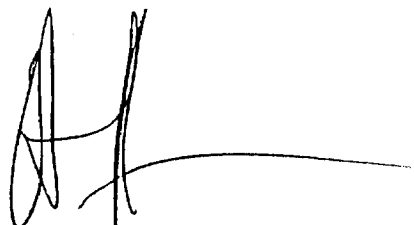
4041186 CANADA INC.

In the presence of:



Witness

By:



Name:

DOUG BERMAN

Title:

CHIEF EXECUTIVE OFFICER

*C. Douglas McDonald, Esq.
Carlton Fields, P.A.
P. O. Box 3239
Tampa, FL 33601-3239

TRADE-MARK ASSIGNMENT

The undersigned, KPMG Inc. (hereinafter referred to as the "Assignor"), as the court-appointed interim receiver and receiver of OSF Inc., a company having its head office at 650 Barmac Drive, Toronto, Ontario M9L 2X8, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby sells, assigns and transfers to OSF Partnership, having its head office at 650 Barmac Drive, Toronto, Ontario M9L 2X8 (hereinafter referred to as the "Assignee"), all of the right, title and interest of OSF Inc. and the Assignor, if any, in the trade-marks identified in Schedule "A" hereto and the Certificates of Registration thereof, together with the entire goodwill attaching to the said trade-marks and the right to sue for past infringement, the same to be held and enjoyed by the Assignee, its successors and assigns as fully and entirely as by the Assignor if this assignment had not been made.

The Assignee hereby accepts the said assignment.

This Assignment may be executed in separate counterparts and all such counterparts shall for all purposes constitute one and the same assignment, notwithstanding that all parties are not signatories to the same counterpart.

The parties agree that executed copies of this Assignment may be delivered by fax or similar device and that the signatures appearing on the copies so delivered will be as binding as if copies bearing original signatures had been delivered; each Party hereto undertakes to deliver to the other Parties a copy of this Assignment bearing original signatures, forthwith upon demand.


EXECUTED at Toronto this 17th day of April, 2002.

KPMG INC., as Court-Appointed Interim Receiver and Receiver of the property, assets and undertaking of OSF Inc. and not in its personal capacity

In the presence of:


Witness

By:



Name: Richard M. Grudzinski
Title: Senior Vice President

EXECUTED at Toronto this 17th day of April, 2002.

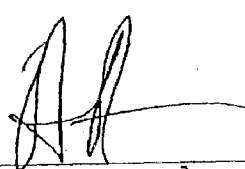
OSF PARTNERSHIP, by its partners:

4040805 CANADA INC.

In the presence of:



Witness

By:

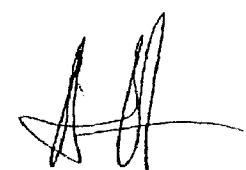

Name: DOUG BERMAN
Title: CHIEF EXECUTIVE OFFICER

4041186 CANADA INC.

In the presence of:


Witness

By:


Name: DOUG BERMAN
Title: CHIEF EXECUTIVE OFFICER

TM Assignment - OSF Inc.
TRADEMARK

SCHEDULE "A"

Schedule of Trade-marks

Trademark	Jurisdiction	Application No.	Registration No.	Registration Date
A CUT ABOVE	Canada	725,397	TMA458,247	May 31, 1996
CENTURY	Canada	567,161	TMA330,948	Aug. 14, 1987
OSF	Canada	735,184	TMA439,830	Feb. 24, 1995
OSF Design	Canada	735,189	TMA439,831	Feb. 14, 1995
VISTA	Canada	434,358	TMA243,882	April 25, 1995
VISTA RETAIL BACKROOM SHELVING SYSTEM	Canada	815,403	TMA484,948	Oct. 29, 1997
VISTA RETAIL BACKROOM SHELVING SYSTEM	United States	75/213120	2,224,979	Feb. 23, 1999

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SCHEDULE "A"

Schedule of Trade-marks

Trademark	Jurisdiction	Application No.	Registration No.	Registration Date
VISTA RETAIL BACKROOM SHELVING SYSTEM	United States	75/213120	2,224,979	Feb. 23, 1999

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