

12-05-2002



COVER SHEET
JLY

Tab settings ▢ ▢ ▢ ▢ ▾

To the Honorable Commissioner

102302264

the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-7-02
CURWOOD, INC.
2200 Badger Avenue
Oshkosh, WI 54904

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other _____
- 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: September 17, 2002

2. Name and address of receiving party(ies)

Name: KELLY PIONEER GROUP, INC.

Internal Address: _____

Street Address: 756 River Road

City: Fair Haven State: NJ ZIP: 07704

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State - New York
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2088337

Additional numbers attached? Yes No

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

Name: Ruth J. Lebed-Rofes

Internal Address: _____

S. C. Johnson & Son, Inc.

Street Address: 1525 Howe Street

City: Racine State: WI ZIP: 53403-2236

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:

10-0851

(Attach duplicate copy of this page if paying by deposit account)

12/04/2002 6TOM1 00000095 100851 2088337

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH

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.

Ruth J. Lebed-Rofes
Name of Person Signing

Signature

10/3/02
Date

4

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

ASSIGNMENT OF TRADEMARKS

This Assignment is made this 17th day of September, 2002, by CURWOOD, INC., a Delaware corporation, with a business address of 2200 Badger Avenue, Oshkosh, Wisconsin, 54904 (hereinafter "ASSIGNOR"), and KELLY PIONEER GROUP, INC., a New York corporation, with a business address of 756 River Road, Fair Haven, New Jersey, 07704, purchasing for an undisclosed principal (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the trademarks, the trademark applications and the trademark registrations identified in the attached Schedule A (hereinafter the "MARKS"); and

WHEREAS, ASSIGNOR has adopted and has used the MARKS in the attached Schedule A; and

WHEREAS, ASSIGNEE wishes to acquire from ASSIGNOR all of the ASSIGNOR'S right, title and interest in and to the MARKS, together with the goodwill of the businesses appurtenant thereto and symbolized thereby, and in and to all rights under said MARKS.

NOW, THEREFORE, for the sum of _____ and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, sell, transfer, grant and convey to ASSIGNEE, its successors and assigns, any and all of the ASSIGNOR'S right, title and interest in and to the MARKS, together with the goodwill of the businesses appurtenant thereto and symbolized thereby and the right to sue and recover damages for past infringements thereof.

ASSIGNOR binds itself, as well as its successors, assigns and legal representatives, to execute and deliver to ASSIGNEE, its successors and assigns, any further documents or instruments and to perform any and all further acts that may be necessary to vest in ASSIGNEE, its successors and assigns, the title herein conveyed, or intended so to be.

ASSIGNOR further assigns to ASSIGNEE, its successors and assigns, all claims for damages by reason of past infringement of the MARKS and the right to bring or maintain suit at law and equity for past infringement of the MARKS and to retain for the

benefit of ASSIGNEE, all damages or settlements arising from said past infringement, effective as of the date of this Assignment.

ASSIGNOR will cooperate to produce proof of use of the MARKS in order for ASSIGNEE to maintain the registration.

ASSIGNOR will sell off any existing inventory within thirty (30) days from the date of this Assignment. ASSIGNOR will notify ASSIGNEE, in writing, when that inventory is depleted or, after thirty (30) days, destroyed. ASSIGNOR will cease all use of the MARKS after that date.

In testimony whereof, I have hereunto set my hand and seal this 24 day of September, 2002.

ASSIGNOR

CURWOOD, INC.

By: Robert J. Hawthorne
Robert Hawthorne
Vice President of Marketing

ASSIGNEE

KELLY PIONEER GROUP, INC.
Agent for Undisclosed Principal

By: Francis A. Kelly
Francis A. Kelly
President

SCHEDULE A

DURALOC in International Class 16
For: reclosable flexible plastic food storage bags
for household use

U.S. Reg. No. 2088337