

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mother's Little Miracle, Inc.		05/17/2000	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Paramount Chemical Specialties, Inc.
Street Address:	2033 Sixth Ave.
Internal Address:	1020 United Airlines Building
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121-2584
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	1806871

CORRESPONDENCE DATA

Fax Number: (562)436-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (562)436-2000
 Email: melanie.ronen@kyl.com
 Correspondent Name: Keesal Young & Logan
 Address Line 1: 400 Oceangate
 Address Line 2: PO Box 1730
 Address Line 4: Long Beach, CALIFORNIA 90801

NAME OF SUBMITTER:	Melanie L. Ronen
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Total Attachments: 9

900000512

**TRADEMARK
 REEL: 002663 FRAME: 0097**

OP \$40.00 1806871

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SETTLEMENT AND GENERAL RELEASE OF ALL CLAIMS

THIS SETTLEMENT AND GENERAL RELEASE OF ALL CLAIMS ("Agreement") is dated for purposes of identification only May 12, 2000, and is entered into by and between Mother's Little Miracle, Inc., a California corporation, referred to in this Agreement as "Releasor", and Paramount Chemical Specialties, Inc., a Washington corporation, and John Latta, an individual, collectively referred to in this Agreement as "Releasee."

RECITALS

This Agreement is made and delivered with reference to the following facts:

A. A legal action concerning the parties' respective rights and obligations has been filed by Releasor and is pending in the Federal District Court, Central District of California, Case Number 00-01974-GHK (AJWx), entitled Mother's Little Miracle, Inc. v. Paramount Chemical Specialties, Inc., referred to in this Agreement as "the Action."

B. The parties have reached a settlement and compromise of the Action. This Agreement is being entered into for the purposes of compromising disputed claims and avoiding the expense, inconvenience, and uncertainty of continued litigation. Nothing contained in this Agreement, nor any consideration given pursuant to it, shall constitute or be deemed an admission of any act, omission, liability, or damages of any party.

SETTLEMENT

1. Releasor agrees to transfer and to assign to Releasee the trademark and trade dress associated with its Instant brand stain and odor remover. The assignment of the trademark and trade dress is attached hereto as Exhibit "A".

2. Releasee shall pay to Releasor cash in the amount of \$80,000 concurrent with Releasee's execution of this Agreement.

3. Releasee shall stop advertising or referring in any way to its Kids 'N' Pets brand stain and odor remover as the number one stain and odor remover, once its current stock is sold or by May 31, 2000 with respect to sales from grocery stores and/or supermarkets, whichever occurs first, and with respect to sales from warehouse stores, once its current stock is sold or on or before June 30, 2000, whichever occurs first.

4. Releasee agrees that Releasor may continue to sell "It's a Miracle" ("Miracle") stain and odor remover, Releasee acknowledges that the trade dress associated with Miracle does not infringe on or violate Releasee's current trade dress rights, or those trade dress rights created by this Agreement. A true and correct copy of the Miracle trade dress is attached hereto as Exhibit "B".

RELEASE

5. Releasor, on behalf of Releasor and Releasor's successors, principals, officers, directors, agents, and shareholders, now and forever releases and discharges Releasee and its successors, attorneys, insurers, brokers, principals, officers, directors, shareholders, partners, agents, employees, and contractors and whoever else may be liable, from any and all claims, demands, losses, expenses, damages, liabilities, actions, and causes of action of any nature, that in any manner arise from or relate to the Action.

6. Releasor's Release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

RELEASOR EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Releasor represents and warrants that Releasor has considered the possibility that claims, liabilities, injuries, damages, and causes of action that Releasor does not presently know or suspect to exist in Releasor's favor may develop, accrue, or be discovered in the future, and that Releasor voluntarily assumes the risk as part of the consideration received for this Release.

7. Releasee, on behalf of Releasee and Releasee's successors, principals, officers, directors, agents, and shareholders, now and forever releases and discharges Releasor and its successors, attorneys, insurers, brokers, principals, officers, directors, shareholders, partners, agents, employees, and contractors and whoever else may be liable, from any and all claims, demands, losses, expenses, damages, liabilities, actions, and causes of action of any nature, that in any manner arise from or relate to the Action.

8. Releasee's Release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

RELEASEE EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Releasee represents and warrants that Releasee has considered the possibility that claims, liabilities, injuries, damages, and causes of action that Releasee does not presently know or suspect to exist in Releasee's favor may develop, accrue, or be discovered in the future, and that Releasee voluntarily assumes the risk as part of the consideration received for this Release.

9. Each party covenants and agrees that it will not make, assert, or maintain any claim, demand, action, or cause of action that in any manner arises from or relates to the disputes that are the subject of this Agreement against any other party to this Agreement, or any of their successors, assigns, insurers, brokers, principals, officers, directors, shareholders, partners, agents, or employees. Each party agrees to indemnify, defend, and hold harmless against any claim, demand, damage, liability, action, cause of action, cost, or expense, including attorney fees, resulting from a breach of this Agreement.

10. Each party represents and warrants that it has made no actual or purported transfer or assignment of any claim or right being settled or released pursuant to this Agreement, that it has the full right and authority to enter into this Agreement, and that the consent of no other party is required to effectuate this settlement.

11. Each party represents and warrants that, in negotiating and entering into this Agreement, it has consulted with and relied upon legal counsel of its own selection.

12. The parties, or their attorneys, shall request the dismissal with prejudice of all complaints that have been filed in the Action.

GENERAL PROVISIONS

13. The parties shall each bear their own attorney fees and other expenses incurred as a result of the dispute to which this Agreement relates, including expenses for the negotiation and preparation of this Agreement.

14. If any action is commenced to interpret, enforce, or recover damages for the breach of any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in connection with that action, in addition to costs.

15. This Agreement contains the entire understanding between the parties concerning the settlement of this dispute. Any and all prior negotiations that are not contained in this Agreement are superseded and of no force or effect. Each party represents and warrants that no promise or inducement to enter into this settlement has been made to him or her that is not set forth in this Agreement.

16. It is the intention of the parties that the laws of California should govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

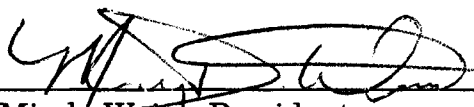
17. Any controversy or claim arising out of or relating to this Agreement shall be settled by a single arbitrator in accordance with the Rules of the American Arbitration Association in Los Angeles County, California, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

18. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns, and neither party shall assign any of its rights under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and at the place set forth opposite their respective signatures below.

Mother's Little Miracle, Inc.

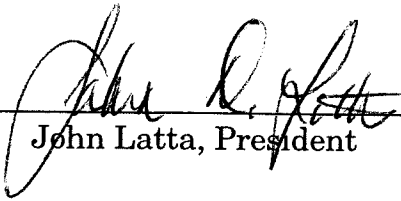
R.P.V. CALIFORNIA
Executed at 12:55 P.M.
California, this 17th day
of May, 2000

By 
Mindy Weiss, President

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

Paramount Chemical Specialties, Inc.

Executed at ~~15th~~,
Seattle, WA, this 15th day
of May, 2000

By 
John Latta, President

Executed at Seattle,
WA, this 15th day
of May, 2000

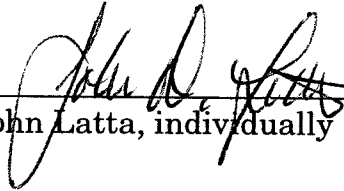

John Latta, individually

EXHIBIT "A"

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is dated for purposes of identification only May __, 2000, and is entered into by and between Mother's Little Miracle, Inc., a California corporation ("Assignor"), and Paramount Chemical Specialties, Inc., a Washington corporation ("Assignee") and is made with reference to the following facts:

A. Assignor is the owner of the federal trademark registration for the trademark "Instant" under Registration No. 1,806,871. A true and correct copy of the trademark registration is attached hereto as Exhibit "A".

B. Assignor asserts that it is the owner of the trade dress under which the Instant product is sold (the "Trade Dress"). A copy of a sample of the trade dress is attached hereto as Exhibit "B".

C. Assignor shall assign to the Assignee all of its right, title and interest in and to Instant and the Trade Dress, on the terms and conditions set forth herein.

THEREFORE, the parties agree as follows:

1. ASSIGNMENT.

In accordance with the terms and provisions of the Settlement and General Release of All Claims ("Settlement") executed concurrently herewith, Assignor hereby assigns to Assignee all of its right, title and interest in and to Instant and the Trade Dress.

2. CONSIDERATION.

In full consideration for the assignment set forth herein the Assignee shall pay to Assignor the consideration described in Section 2 of the Settlement.

3. EXCEPTION.

Assignee agrees that Assignor may continue to sell "It's A Miracle" stain and odor remover. Assignee represents and warrants that the trade dress associated with It's A Miracle does not infringe on or violate Assignee's current trade dress rights, or those created by this Agreement. A true and correct copy of the It's A Miracle trade dress is

attached hereto as Exhibit "B". Further, Assignee understands and acknowledges that there are competing brands of stain and odor removers and other products which utilize in some manner the trade name Instant and that those uses of Instant have not been authorized in any manner by Assignor.

4. FURTHER ASSURANCES.

The Assignor shall execute such other documents as the Assignee may reasonably require to effectuate this assignment or to record the Assignee as the owner of Instant and the Trade Dress.

5. GENERAL PROVISIONS.

If any legal action is commenced to interpret, enforce, or recover damages for the breach of any term of this Assignment, the prevailing party shall be entitled to recover reasonable attorney fees incurred in connection with that action, in addition to costs.

This Assignment contains the entire understanding between the parties concerning the subject matter hereof. Any and all prior negotiations that are not contained in this Assignment are superseded and of no force or effect.

It is the intention of the parties that the laws of California should govern the validity of this Assignment, the construction of its terms and the interpretation of the rights and duties of the parties.

Any controversy or claim arising out of or relating to this Assignment shall be settled by a single arbitrator in accordance with the Rules of the American Arbitration Association in Los Angeles County, California, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

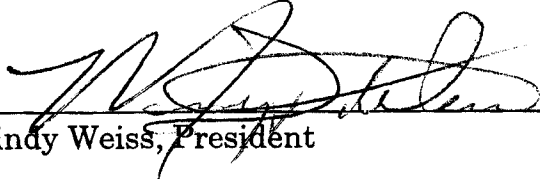
This Assignment shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns, and

neither party shall assign any of its rights under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and at the place set forth opposite their respective signatures below.

Mother's Little Miracle, Inc.

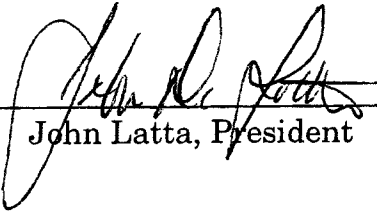
Executed at Seattle RPV,
~~CA~~ this 17th day of
May, 2000

By 
Mindy Weiss, President

MPW

Paramount Chemical Specialties, Inc.

Executed at Seattle,
WA this 15th day of
May, 2000

By 
John Latta, President

