

02-11-2003



*C*

To the Honorable Commissione.

102360506

red original documents or copy thereof.

1. Name of conveying party(ies): 2-7-03

Wadding North America Business Trust

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

Execution Date: September 12, 2002

2. Name and address of receiving party(ies)

Name: WNA Comet East

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 6 Stuart Road

City: Chelmsford State: MA Zip: 01824

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,002,633

Additional number(s) attached  Yes  No

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

Name: Maine & Asmus

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 3445

City: Nashua State: NH Zip: 03061

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:

500,323

(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.*

Scott J. Asmus, Reg. No. 42,269

Name of Person Signing

*Scott J. Asmus*  
Signature

Sept 17 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

POWER OF ATTORNEY

THE UNDERSIGNED INDIVIDUAL OR COMPANY does hereby appoint, authorize and engage



Vernon C. Maine, USPTO Reg. No. 37,389
Scott J. Asmus, USPTO Reg. No. 42,269

Contact information:

Maine & Asmus
Attorneys at Law
100 Main Street - Suite 2
PO Box 3445
Nashua, NH 03061-3445

Tel (603) 886-6100
Fax (603) 886-4796
Email: MaineandAsmus@aol.com

as it's Agents and Attorneys, each with full powers of appointment, substitution and revocation, to apply for registration, prosecute, issue, maintain, renew, negotiate, license, assign, record, defend, settle and abandon, and to take all other actions permissible by law, without limitation, in regard to:

Table with 5 columns: Application Number, Atty Dkt #, Filing Date, Registration Number, Issue Date. Contains two rows of trademark data.

in the U. S. Patent and Trademark Office and Copyright Office, the United States Receiving Office, all state and federal agencies and courts of the United States, and all proper offices, agencies and courts of all other countries, states and jurisdictions. It agrees that all materials, communications, service of process, or copies thereof, in matters relating hereto may be directed by third parties to said Agents at the above address. This appointment is effective from the date ascribed below, forward.

Signed: [Signature] Date: 7/22/99

Individual: David Gordon Title Executive VP

Company: WNA Comet East

Address: 6 Stuart Road, Chelmsford, MA 01824

Telephone: Fax:

Email:

10-04-2002

ightFAX

18-02 2:30PM;

PAGE 3/8



102241510

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): 9.30.02  
Wadding North America Business Trust  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Delaware  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

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B. Trademark Registration No.(s)  
2,002,633

Additional number(s) attached  Yes  No

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

Name: Maine & Asmus  
Internal Address:  
Street Address: P.O. Box 3445  
City: Nashua State: NH Zip: 03081

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: 406 9.30.02  
500,323  
(Attach duplicate copy of this page if paying by deposit account)

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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.  
Scott J. Asmus, Reg. No. 42,268  
Name of Person Signing      Scott J. Asmus      SEPT 17 2002  
Signature      Date

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

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

FINANCE SECTION  
PH 2:33

RECORDS

**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

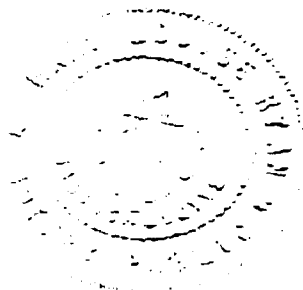
- 9/11/02  
Date

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.

S.F.A.I.

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



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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 69 Stuart Road, Chelmsford, MA 01824.

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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.

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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

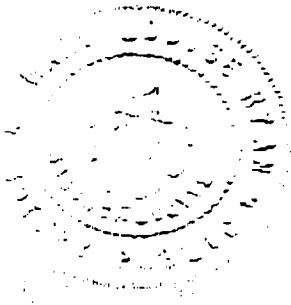
Stephen Morehouse  
Print Name

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

C.B. ✓

Customer # 24222

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Trademark of: Maultasch Enterprises, Inc.

Serial No.: 74/697372

Filed: 07/05/1995

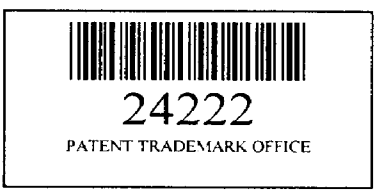
Registration No.: 2,002,633

Dkt No: WNA68-TM

For: CATERLINE

To: Box Assignment  
Commissioner for Patents  
Washington, D.C. 20231

Fr:



CLIENT: WNA  
 JOB# WNA68-TM  
 RCVD: 9/18/02  
 RSPBY: \_\_\_\_\_  
 RCVDBY: \_\_\_\_\_  
 FSUM: DAS  
 CAL: ✓  
 DKT: \_\_\_\_\_  
 NOTICE: ✓  
 T/S: ✓

CERTIFICATE OF FACSIMILE 37 CFR 1.8: I certify that this correspondence is being faxed to the: Patent and Trademark Assignment System at facsimile number: 703-306-5995 on the below date.

Date: 09/18/2002  Debra A. Stengel Debra A. Stengel  
 Vernon C. Maine, Reg No 37,389 or  Scott J. Asmus, Reg No 42,269

CERTIFICATE OF MAILING 37 CFR 1.8: I certify that this correspondence is being deposited on the below date with the U.S. Postal Service with sufficient postage as FIRST CLASS MAIL addressed to: Box Assignment, Commissioner for Patents, Washington, DC 20231.

Date: \_\_\_\_\_  Vernon C. Maine, Reg No 37,389 or  Scott J. Asmus, Reg No 42,269

Dear Commissioner:

LETTER OF TRANSMITTAL

Transmitted herewith for recordation is a 2 sheet(s) PTO 1594 Recordation Form Cover Sheet, and 2 pages executed assignment, 1 page executed Power of Attorney from receiving party.

DEPOSIT ACCOUNT **500323** AUTHORIZATION – The Office is hereby authorized to charge the \$40.00 recordation fee, any deficiency or credit any overpayment in the fees to the above deposit account, registered to Vernon C. Maine P.L.L.C., dba Maine & Asmus, contact telephone no. 603-886-6100.

Respectfully submitted,

Scott J. Asmus  
Vernon C. Maine, Reg. No. 37,389  
Scott J. Asmus, Reg. No. 42,269  
Attorneys for Applicant

Maine & Asmus  
PO Box 3445  
Nashua NH 03061-3445  
Tel. No. (603) 886-6100  
Fax. No. (603) 886-4796  
Email MaineandAsmus@aol.com



RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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1. Name of conveying party(ies):

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Internal

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Association \_\_\_\_\_

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Limited Partnership \_\_\_\_\_

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Other \_\_\_\_\_

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Name of Person Signing

*Scott J. Asmus*  
Signature

SEPT 17 2002

Date

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

5

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Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

# Facsimile Transmission

*This company uses RightFAX® fax  
server software from RightFAX, Inc.*

**From:** Name: USPTO ASSIGNMENT DIVISION  
Fax Number:  
Voice Phone: 703-208-9723

**To:** Name: MAINE & ASMUS  
Company: SCOTT J. ASMUS  
Fax Number: 16038864796  
Voice Phone:

## Fax Notes:

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Pg#	Description
1	Cover Page
2	82.TXT
4	Document 1, Batch 222834

PTAS FAX PROCESSING

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Date and time of transmission: Thursday, September 19, 2002 9:21:32 AM  
Number of pages including this cover sheet: 04

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*A RightFAX® Communicated Document*

**TRADEMARK**  
**REEL: 002667 FRAME: 0808**

603086 4796  
09/18/2002  
7000 7517

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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

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

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Name of Person Signing

*Scott J. Asmus*  
Signature

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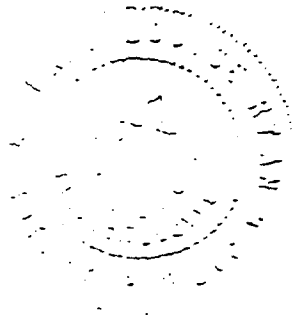
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Print Name

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Date

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SEAL



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My Commission expires on 04-17-03