

Form PTO-1594
(Rev. 03/01)

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

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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):

Joyce Chen, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State of Massachusetts
- Other _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: Correction of assignment recorded on Reel 2666, Frame 0845

Execution Date: February 3, 2003

2. Name and address of receiving party(ies)

Name: Columbian Home Products, LLC

Internal

Address: _____

Street Address: 1600 Beech Street

City: Terre Haute State: IN Zip: 47804

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other: Illinois limited liability company

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) 953,216

1,751,320; 2,071,959; 2,079,162

Additional number(s) attached Yes No

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

Name: Holly Miller

Internal Address: _____

Vedder, Price, Kaufman & Kammholz

Street Address: 222 North LaSalle St. - 24th Floor

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0259

DO NOT USE THIS SPACE

9. Signature.

Angelo J. Bufalino

Name of Person Signing


Signature

June 13, 2003

Date

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

10

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

CH \$116.00 220269 0963216

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 3rd day of February, 2003, by Joyce Chen, Inc., a Massachusetts corporation with its principal place of business at 6 Fortune Drive, Billerica, Massachusetts 01821 ("Assignor"), to Columbian Home Products, LLC, an Illinois limited liability company with its principal place of business at 1600 Beech Street, Terre Haute, Indiana 47804 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of January 7, 2003 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer its interests in the Purchased Assets (as defined in the Purchase Agreement) to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

JOYCE CHEN, INC.

By: 

Name: Keith Ohmart

Title: President

[SEAL]

State of)
) ss.:
County of)

On this 3rd day of February, 2003, before me, Keith Ohmact, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Brenda McCray
Notary Public



SCHEDULE A**UNITED STATES TRADEMARKS - REGISTERED**

TRADEMARK	REG. NO.	REG. DATE
JOYCE CHEN and Design	953,216	2/13/1973
C JOYCE CHEN and Design	1,313,184	1/8/1985
Design - "JOYCE CHEN" in Chinese Characters	1,315,461	1/22/1985
PEKING PAN	1,599,652	6/5/1990
UNLIMITED SCISSORS	1,619,474	10/30/1990
CHINA VILLAGE and Design	1,738,508	12/8/1992
CHINA VILLAGE and Design	1,738,534	12/8/1992
CHINA VILLAGE and Design	1,751,320	2/9/1993
CHINA VILLAGE and Design	1,756,479	3/9/1993
MEXICAN FIESTA and Design	1,959,572	3/5/1996
PROVENCE COUNTRY	2,007,258	10/8/1996
PROVENCE COUNTRY THE SOURCE OF FINE FRENCH COOKING PORCELAIN ENAMELED CAST IRON COOKWARE and Design	2,033,718	1/28/1997
THE BOARD OF HEALTH and Design	2,071,959	6/17/1997
JOYCE CHEN and Design	2,079,162	7/15/1997
JOYCE CHEN and Design	2,145,771	3/24/1998
HEALTHY TRADITIONS	2,228,666	3/2/1999
SPOT'N CHOP	2,285,081	10/12/1999
CHINA VILLAGE and Design	2,431,517	2/27/2001
ASIA BY JOYCE CHEN	2,431,519	2/27/2001
ASIA BY JOYCE CHEN	2,433,983	3/6/2001
JOYCE CHEN and Design	2,436,933	3/20/2001
JOYCE CHEN and Design	2,436,934	3/20/2001
FRENCH PANTRY	2,571,844	5/21/2002

UNITED STATES TRADEMARKS - PENDING

TRADEMARK	SERIAL NO.	FILING DATE
JOYCE CHEN FOR THE GARDEN	78/099,390	12/20/2001

UNITED STATES TRADEMARKS - UNREGISTERED

TRADEMARK	CLASS	STATUS
ITALIAN VILLA	Cookware, kitchen tools and utensils	First use August 1995
TRADITIONS	Cookware, kitchen tools and utensils	First use December 2000
COUNTRY CABIN	Cookware, kitchen tools and utensils	First use January 2002
ORIGINS	Cookware, kitchen tools and utensils	First use August 2002
JOYCE CHEN & Design	Cooking oils, sauces	Unregistered

UNITED KINGDOM TRADEMARK REGISTRATIONS

TRADEMARK	REG.NO.	FILING DATE	REG. DATE
MEXICAN FIESTA and Design	2,100,397	5/17/1996	3/7/1997

CANADIAN TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
CHINA VILLAGE & Design	TMA 443,920	6/16/1995
CHINA VILLAGE & Design	TMA 463,306	9/13/1996
MEXICAN FIESTA & Design	TMA 455,789	3/22/1996
JOYCE CHEN & Design	TMA 205,335	2/14/1975

CHINESE TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
ITALIAN VILLA & Device	Principal Trademark Reg. No. 00787226	12/01/1997
	Associated Trademark Reg. No. 00794918	02/01/1998
ITALIAN VILLA & Device	Principal Trademark Reg. No. 00782778	11/01/1997
	Associated Trademark Reg. No. 00795133	02/01/1998
MEXICAN FIESTA & Device	Principal Trademark Reg. No. 00767338	07/16/1997
	Associated Trademark Reg. No. 00795134	02/01/1998
CHINA VILLAGE & Device	Principal Trademark Reg. No. 00782777	11/01/1997
	Associated Trademark Reg. No. 00799960	04/01/1998
THE BOARD OF HEALTH	Principal Reg. No. 00797859	03/01/1998