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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4.7.03



To the Honorable Commissioner of P.

102416085

ched original documents or copy thereof.

1. Name of conveying party(ies): **A&M, INC.** **FINANCE SECTION**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - South Carolina
 Other

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

2. Name and address of receiving party(ies):

Name: **HOMEMAKER INDUSTRIES, INC.**
Address: **1115 West Chestnut St.**
City: **Brockton State: MA** Zip: **02301**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- Massachusetts
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 12, 2000

4. Application number(s) or registration number(s):

A. Trademark Applications

Mark	Serial No.

Additional numbers attached? Yes No

B. Trademark Registrations

Mark	Reg. No.
HOMEMAKER	1,764,528

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

Name: Darby & Darby P.C.
Street Address: Post Office Box 5257
City: New York State: New York Zip: 10150-5257

4307/39131

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$40

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 04-0100
(Attach duplicate copy of this page if paying by deposit account)

04/09/2003 EDDOPER 00000251 1764528
01 FC:0521 40.00 DP

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.

Paul Fields
Name of Person Signing

Paul Fields
Signature

April 7, 2003
Date

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

4/7/03
Label No. 629404011US
Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

A. Stankai x. Stankai

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

A&M, Inc., a South Carolina corporation ("Assignor"), for valuable consideration to it in hand paid, receipt of which is hereby acknowledged, by these presents does hereby assign, transfer and convey unto Homemaker Industries, Inc., a Massachusetts corporation ("Assignee"), and its successors and assigns, the entire right, title and interest in and to all logos, URLs, trademarks, service marks and trade names, registered, unregistered and/or the subject of application for registration, including, without limitation, the trademarks listed on Schedule A annexed hereto, together with any and all renewals of any of the foregoing, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of any of such trademarks, service marks and trade names, or of any proprietary or other rights in such trademarks, service marks and trade names, together with the goodwill of the business symbolized by such trademarks, service marks and trade names.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee, execute, acknowledge and deliver each other instrument of assignment, transfer or conveyance, registrations for assignments, powers of attorney and assurances as Assignee may reasonably request to permit Assignee or its successors and assigns to record the assignment made by this instrument.

Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of May 12, 2000. This Assignment is executed and delivered pursuant to said Agreement.

IN WITNESS WHEREOF, Assignor has caused this instrument to be duly
executed as of May 31, 2000.

A&M, INC.

A handwritten signature in cursive script, appearing to read "Arthur Millman", written over a horizontal line.

Name: Arthur Millman

Title: President

149803.1

TOTAL P.02

TRADEMARK

REEL: 002708 FRAME: 0866


Schedule A to Assignment of Trademarks

<u>Name</u>	<u>Registered Owner</u>	<u>Registration Number</u>	<u>Country of Registration</u>	<u>Effective Date of Registration</u>
Homemaker	Homemaker Industries, Inc.	1,764,528	United States	4/13/93
Secure	Homemaker Industries, Inc.	2,027,896	United States	12/31/96
Fabrimagic	Homemaker Industries, Inc.	1,739,756	United States	10/06/95

Commonwealth of Massachusetts

Suffolk, ss

On this 31st day of May, 2000, before me personally came Arthur Millman, to me known, and being by me duly sworn, did depose and say that he resides at 24 Oak Trail, Englewood, New Jersey; and that he is the President and an authorized signatory of A&M, Inc., that he executed the foregoing instrument as his free act and deed, and that he executed and delivered said instrument on behalf of said corporation by the authority of the Board of Directors of said corporation.



John R. Costa
Notary Public
Commission Expires: 8/26/05