

04-17-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼



102424735

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):

THE HOLMES GROUP, INC. (a Massachusetts Corp.)  
and THE RIVAL COMPANY (a Delaware Corp.)

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ 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: January 14, 2002

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

Name: CONAIR CORPORATION

Internal

Address: 4-9-03

Street Address: One Cummings Point Road

City: Stamford State: CT Zip: 06904

- ☐ 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) \_\_\_\_\_

See Schedule B

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Debra M. Duguid

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

Street Address: One Cummings Point Road

City: Stamford State: CT Zip: 06904

## 6. Total number of applications and registrations involved: \_\_\_\_\_

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

501239

DO NOT USE THIS SPACE

## 9. Signature.

04/16/2003 GTON11 00000035 501239 1819437

01 FC:8521  
02 FC:8522

40.00 CH  
 150.00 CH  
 Debra M. Duguid, Director  
 Name of Person Signing

Signature

April 8, 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

TRADEMARK  
 REEL: 002713 FRAME: 0195

**RECORDATION FORM COVER SHEET – ASSIGNMENT OF TRADEMARKS  
AND TRADEMARK APPLICATION**

**Schedule A- Trademarks**

<b>Trademark</b>	<b>Registration Nos.</b>
AQUASSAGER	1,819,437
BODY ALIVE	1,741,118
DEEP HEAT	0,828,048
DEEP HEAT	1,209,601
DIAL MASSAGE	1,098,675
EXPLORER	2,018,761
LIFEGUARD	2,007,014
MAKING YOU FEEL RIGHT AT HOME	2,032,394
POLLENEX	1,200,361
POLLENEX	1,164,528
POLLENEX PURE WATER '99'	1,313,317
RELAX & SLEEP	0,822,960
RESCUER	2,010,994
SHOWER PRO	2,104,078
SPLASH DANCE	1,360,361

Recordation Form Cover Sheet dated 4/8/03

Schedule A

Conveying Party – THE HOLMES GROUP, INC. AND THE RIVAL COMPANY

Receiving Party – CONAIR CORPORATION

Page 2 of 3

**TRADEMARK**  
**REEL: 002713 FRAME: 0196**

**RECORDATION FORM COVER SHEET – ASSIGNMENT OF TRADEMARKS  
AND TRADEMARK APPLICATION**

**Schedule B- Trademark Applications**

<b>Trademark</b>	<b>Serial Number</b>
POURING RAIN	75/660,531
POWER SPA	75/473,483
FLEXI-CLEAN	75/660,991
GELTOUCH	76/232,686

Recordation Form Cover Sheet dated 4/8/03

Schedule B

Conveying Party – THE HOLMES GROUP, INC. AND THE RIVAL COMPANY

Receiving Party – CONAIR CORPORATION

Page 3 of 3

**TRADEMARK**  
**REEL: 002713 FRAME: 0197**

## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT**, dated as of January 14, 2002, by and among **THE HOLMES GROUP, INC.**, a Massachusetts Corporation and **THE RIVAL COMPANY**, a Delaware corporation (together, the "Assignors") with their principal place of business located at One Holmes Way, Milford, Massachusetts, 01757, in favor of **CONAIR CORPORATION**, a Delaware corporation (the "Assignee") with a place of business at One Cummings Point Road, Stamford, Connecticut 06904.

**WHEREAS**, the Assignors and the Assignee have entered into an Agreement of Purchase and Sale of Assets dated January 11, 2002 (the "Purchase Agreement"), which provides for the sale, transfer, assignment and delivery by the Assignors of all right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), including all of the Assignors' proprietary interest in the trademarks, trademark registrations and applications for registration, service marks and trade names as set forth in **Exhibit A** and **Exhibit B** hereto, and any common law trademarks used in connection with the Products (as defined in the Purchase Agreement) solely (collectively, "Marks"), as well as the goodwill of the Business (as defined in the Purchase Agreement) related to the Marks, and in and to any all continuations, reissues, renewals, divisions and extensions of the same and in and to any and all claims and demands against any third party, either at law or in equity, for past, present, and/or future infringement or other damage and/or injury to or misappropriation of said Marks, including the right to sue and collect damages for the same for Assignee's own use and benefit and that of its successors and assigns; and

**WHEREAS**, the Assignee is desirous of acquiring the Marks as well as the goodwill of the Business related to the Marks and in and to any and all continuations, reissues, renewals, divisions, and extensions of the same and in and to any and all claims and demands against any third party, either at law or in equity, for past, present, and/or future infringement or other damage and/or injury to or misappropriation of said Marks, including the right to sue and collect damages for the same for Assignee's own use and benefit and that of its successors and assigns.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby sell, assign, transfer, and set over to the Assignee and its successors and assigns, all of the Assignors' worldwide right, title, and interest, in and to the Marks, together with the goodwill of the Business symbolized by said Marks, and in and to any all continuations, reissues, renewals, divisions and extensions of the same and in and to any and all claims and demands against any third party, either at law or in equity, for past, present, and/or future infringement or other damage and/or injury to or misappropriation of said Marks, including the right to sue and collect damages for the same for Assignee's own use and benefit and that of its successors and assigns.

The Assignors agree to execute such additional documents as the Assignee reasonably

deems necessary to enable the Assignee to record this Trademark Assignment in the Assignee's name in any country throughout the world.

This Trademark Assignment is intended to and shall take effect as a sealed instrument at such time as the Assignors shall sign below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

The undersigned have executed this Trademark Assignment as of the date first written above.

**SELLERS:**

**THE HOLMES GROUP, INC.**

By: Ira B. Morgenstern  
Name: Ira B. Morgenstern  
Its: Chief Financial Officer

**THE RIVAL COMPANY**

By: Ira B. Morgenstern  
Name: Ira B. Morgenstern  
Its: Chief Financial Officer

**PURCHASER:**

**CONAIR CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

The undersigned have executed this Trademark Assignment as of the date first written above.

**SELLERS:**

**THE HOLMES GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE RIVAL COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**PURCHASER:**

**CONAIR CORPORATION**

By: Richard A. Margulies  
Name: Richard A. Margulies  
Its: Vice President : General Counsel

# EXHIBIT A



<b><u>Mark</u></b>	<b><u>Reg./App. No.</u></b>
AQUASSAGER	1,819,437
BODY ALIVE	1,741,118
COMFORT CUSHION	76/029451
DEEP HEAT	0,828,048
DEEP HEAT	1,209,601
DESIGNED FROM THE BACK FORWARD	76/034,013
DIAL MASSAGE	1,098,675
EXPLORER	2,018,761
FEET RELIEF	1,155,983
FEET RELIEF	1,759,726
FLEXI-CLEAN	75/660,991
GELTOUCH	76/232,686
HUMBUG	2,044,682
LIFEGUARD	2,007,014
MAKING YOU FEEL RIGHT AT HOME	2,032,394
POLLENEX	1,200,361
POLLENEX	1,164,528
POLLENEX PURE WATER '99'	1,313,317
POURINGRAIN	75/660,531
POWER SPA	75/473,483
PRODUCTS FOR LIVING WELL	76/061,067

PROHEAT	1,938,878
RELAX & SLEEP	0,822,960
RESCUER	2,010,994
SHOWER PRO	2,104,078
SPLASH DANCE	1,360,361
THIS LITTLE PIGGY	2,148,300