

Form PTO-1594

(Rev. 10/02)

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

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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):

Omega Sewmac Inc.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation- Country: CANADA  
☐ 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: 09/09/03

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

Name: Euro-Pro Operating LLC

Internal

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

Street Address: 1210 Washington Street

City: West Newton State: MA Zip: 02465

- ☐ 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 Attached Schedule A

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

See Attached Schedule A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Julie Scallen, Esq.

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

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

17

7. Total fee (37 CFR 3.41).....\$ 440.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

500927

**DO NOT USE THIS SPACE**

## 9. Signature.

Julie Scallen

Name of Person Signing



Signature

September , 2003

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

OP \$440.00 78270629

700043422

**TRADEMARK**  
**REEL: 002714 FRAME: 0257**

**SCHEDULE A  
ASSIGNMENT FROM OMEGA SEWMAC INC. TO  
EURO-PRO OPERATING LLC**

<b><u>Registration/Application Number</u></b>	<b><u>MARK</u></b>
78-270529	EURO-PRO
76-404926	OMEGA
2677926	OMEGA
76-221680	EURO-PRO
76-221679	BRAVETTI
2599000	OMEGA
2383821	BRAVETTI
76-001656	EURO-PRO
2383821	BRAVETTI
2390249	EURO-PRO
2373195	MERKSOHN
2373159	EURO-PRO BY MERKSOHN
2373148	EURO-PRO
2053143	EURO-PRO
1906387	EURO-PRO
1899467	EURO-PRO IRONING SOLUTION
1896709	IRONING SOLUTION

### **ASSIGNMENT AND TRANSFER OF TRADEMARKS**

This ASSIGNMENT AND TRANSFER OF TRADEMARKS (this "Assignment") is made and entered into as of September 9, 2003, by and between Euro-Pro Operating LLC, a Delaware limited liability company ("Buyer"), and Omega Sewmac Inc., a corporation organized under the Canada Business Corporations Act (the "Company"). Capitalized terms used but not defined herein have the meaning assigned to them in the Purchase Agreement (as defined below).

#### **WITNESSETH:**

A. Company, Euro-Pro Corporation, a corporation organized under the Quebec Companies Act, Stanro-EP Corp., a Massachusetts corporation, Buyer, Euro-Pro Holdings LLC, a Delaware limited liability company, EP Management Investors LLC, a Delaware limited liability company, Weston Presidio-EP, Inc., a Delaware Corporation, Weston Presidio Capital IV, L.P., a Delaware Limited Partnership, and Mark Rosenzweig are parties to that certain Asset Purchase Agreement dated as of August 15, 2003 (the "Purchase Agreement").

B. The Purchase Agreement requires the execution and delivery of this Assignment as a condition to the closing of the transactions contemplated by the Purchase Agreement.

C. The Company is the owner of the trademarks identified on Exhibit A hereto, and is the owner of the applications for and registrations of such trademarks identified on said Exhibit A, and the Company desires to assign such trademarks, applications and registrations to the Buyer, together with the business in connection with which the Company has a *bona fide* intent to use its trademarks.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Buyer hereby agree as follows:

1. Assignment. The Company hereby grants, sells, conveys, transfers, assigns, bargains, delivers and relinquishes exclusively to Buyer, in perpetuity, all of its right, title, and interest in and to all of the Company's trademarks, applications and registrations, including, without limitation, the trademarks identified on Exhibit A, together with (a) the applications for and registrations of said trademarks identified on said Exhibit A, (b) the goodwill of the business symbolized by said trademarks and the applications therefor and registrations thereof, (c) that portion of the Company's business in connection with which it has a *bona fide* intent to use its trademarks, and (d) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said trademarks or the applications therefor and registrations thereof or associated goodwill.
2. Recordation. In order to record this Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Assignment and the Company shall execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, the Company shall record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Assignment and Exhibit A hereto. In

order to record this Assignment with the appropriate governmental or regulatory authorities, agencies or offices of any other country ("Foreign Offices"), the parties hereto shall execute this Assignment and any other agreement, document or instrument of assignment necessary and appropriate to record the assignment effected hereby in any Foreign Office.

3. Power of Attorney. The Company does hereby make, constitute and appoint the Buyer (and any officer or agent of the Buyer as the Buyer may select in its exclusive discretion) as the Company's true and lawful attorney-in-fact, with the power to endorse the Company's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO and Foreign Offices; provided, that the Buyer shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Company has failed to take such action at the request of the Buyer and following 10 days prior written notice to the Company of the exercise of such rights. This power of attorney shall be irrevocable.
4. Other Matters. This Assignment is made subject to and together with the representations, warranties, covenants and agreements specifically provided in the Purchase Agreement. The undersigned hereby covenant and agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered to the other party, its successors and assigns, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by such party for the sale, assignment, transfer, conveyance and delivery of the trademarks and trademark registrations identified on Exhibit A.
5. Governing Law. The validity of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts executed and to be performed in that state.
6. Successors and Assigns. This Assignment shall bind Company and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

**(Signatures Appear on Following Page)**

***Signature Page to the Assignment and Transfer of Trademarks***

This Assignment is executed and delivered effective as of the date first set forth above.

**BUYER:****EURO-PRO OPERATING LLC**

By: Euro-Pro Holdings LLC  
Its: Sole Member

By:   
Name: Stan Rosenzweig  
Title: Manager

**COMPANY:****OMEGA SEWMAC INC.**

By: \_\_\_\_\_  
Name: Aviva Rosenzweig  
Title: President

STATE OF Mass

COUNTY OF Middlesex

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§  
§

ss.

Subscribed and sworn to before me this 28 day of August, 2003.

  
\_\_\_\_\_  
Notary Public

***Signature Page to the Assignment and Transfer of Trademarks***

This Assignment is executed and delivered effective as of the date first set forth above.

**BUYER:****EURO-PRO OPERATING LLC**

By: Euro-Pro Holdings LLC  
Its: Sole Member

By: \_\_\_\_\_  
Name: Stan Rosenzweig  
Title: Manager

**COMPANY:****OMEGA SEWMAC INC.**

By: \_\_\_\_\_  
Name: Aviva Rosenzweig  
Title: President

STATE OF \_\_\_\_\_

§

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ss.

COUNTY OF \_\_\_\_\_

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Subscribed and sworn to before me this 27<sup>th</sup> day of August, 2003.

Michelle Paulini  
Notary Public



**SCHEDULE A  
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EURO-PRO OPERATING LLC**

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