

6-19-03

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Form PTO-1594
(Rev. 03/01)
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Tab settings

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DEPARTMENT OF COMMERCE
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):

S&L Enterprises, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 9, 2003

2. Name and address of receiving party(ies)

Name: Oatey Co.

Internal

Address:

Street Address: 4700 West 160th Street

City: Cleveland State: OH Zip: 44135

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Ohio

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) 76/470373
76/470371

B. Trademark Registration No.(s) 1699087

Additional number(s) attached Yes No

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

Name: Monica S. Verma

Internal Address: Baker & Hostetler LLP

Street Address: 3200 National City Center

1900 East 9th Street

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-0396

DO NOT USE THIS SPACE

9. Signature.

Monica S. Verma

Name of Person Signing

Signature

06-18-03

Date

Total number of pages including cover sheet, attachments, and document: 4

06/23/2003 TDI A Z 1 00000136 76470373

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

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

TRADEMARK
REEL: 002762 FRAME: 0045

ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights (the "Assignment") is made as of ~~May~~ 6/9, 2003 by and between S & L ENTERPRISES, LLC, a California limited liability company ("Seller") and OATEY CO., an Ohio corporation ("Buyer").

RECITALS:

A. Seller and Buyer have entered into an Asset Purchase Agreement, dated as of ~~May~~ 6/9, 2003 (the "Purchase Agreement"), which by this reference is incorporated herein, pursuant to which Seller shall assign, transfer and deliver to Buyer, and Buyer shall purchase from Seller, Seller's entire right, title and interest in and to all of the Property (as such term is defined in the Purchase Agreement). All capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer and set over unto Buyer, as of the Closing Date, all of Seller's right, title and interest in and to any and all Proprietary Rights relating to the Business, including, without limitation, those listed on Schedule A attached hereto.

AGREEMENT

In consideration of and in reliance on this Assignment, Buyer agrees to pay Seller the Purchase Price in accordance with the terms of the Purchase Agreement.

In consideration therefore, Seller does hereby sell, assign, transfer and set over unto Buyer, to the extent transferable, as of the Closing Date of the Purchase Agreement, all of its right, title and interest in and to the Proprietary Rights, together with all of Seller's right to use all of the foregoing in connection with the Proprietary Rights, except as provided in the Purchase Agreement.

Seller hereby covenants that Seller has full right to convey the entire interest herein assigned and that Seller has not executed and will not execute any agreement in conflict herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

"BUYER"

OATEY CO.

By Guy A Oatey
Name: _____
Title: _____

"SELLER"

S & L ENTERPRISES, LLC

By [Signature]
STEPHEN H. SACHS, Member

By Wing G. Lew
WING G. LEW, Member

SCHEDULE A

PATENT	TRADEMARK
6,378,141	76/470373
4,890,418	76/470371
5,355,626	1699087 (Reg. No.)
6,296,021	
D411,719	
D436,926	
D380,144	

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