

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Bernat Yarn & Craft Corp.  
  
\_\_\_ Individual(s)                      \_\_\_ Association  
\_\_\_ General Partnership              \_\_\_ Limited Partnership  
 Corporation - Massachusetts  
\_\_\_ Other  
Additional name(s) of conveying party(ies) attached? \_\_\_ Yes  No

2. Name and Address of receiving party(ies)  
  
Name: Spinrite Inc.  
  
Address: 320 Livingstone Avenue South  
Listowel, Ontario N4W 3H3  
  
\_\_\_ Individual(s) citizenship \_\_\_\_\_  
\_\_\_ Association \_\_\_\_\_  
\_\_\_ General Partnership \_\_\_\_\_  
\_\_\_ Limited Partnership \_\_\_\_\_  
 Corporation (Canada)  
\_\_\_ 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  
  
 Nunc Pro Tunc Assignment Effective Aug. 1, 1996  
  
Execution Date: January 21, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s):  
  
Additional numbers attached?  Yes \_\_\_ No

B. Trademark Registration No.(s): See Attached

5. Name and address of party to whom correspondence  
concerning document should be mailed:  
Hayley M. Smith  
Senior Legal Assistant  
Kirkland & Ellis  
153 East 53rd Street  
New York, NY 10022-4675  
Telephone (212) 446-4800  
Fax (212) 446-4900

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$ 90  
\_\_\_ Enclosed  
  
 To be Charged to Deposit Account

8. Deposit Account No. 111098  
  
(Attach duplicate copy of this page if paying by deposit account)

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.*  
  
Hayley M. Smith                      Hayley M. Smith                      January 26, 2004  
Name of Person Signing                      Signature                      Date

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

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

CH \$90.00 111098 1318315

**SCHEDULE TO RECORDATION COVER SHEET**

<u>MARK</u>	<u>REG. NO.</u>
BERNAT MADEIRA NEEDLEPOINT	1318315
BERNAT	765926
BERNAT	840552

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "*Agreement*") is made and effective as of August 1, 1996 (the "*Effective Date*"), by and between the Bernat Yarn and Craft Corp. division of Craftco, Inc. ("*Assignor*"), and Spinnite Inc. ("*Assignee*"). Each of Assignor and Assignee may be referred to herein as a "*Party*" and both together may be referred to as the "*Parties*".

WHEREAS Assignor and Spinnite Yarns & Dyers Ltd., predecessor-in-interest to Assignee, are parties to (i) an Asset Purchase Agreement (the "*91 Asset Purchase Agreement*") and (ii) a Trademark License (the "*Trademark License*") related to the certain trademarks and service marks, both dated May 15, 1991;

WHEREAS, Craftco, Inc. and Assignee are parties to an Asset Purchase Agreement dated July 26, 1996 (the "*96 Asset Purchase Agreement*");

WHEREAS, Assignor desires to transfer to Assignee all right, title and interest in and to the name BERNAT, including without limitation the trademark registrations listed on Exhibit A (collectively, the "*Trademarks*"); and,

WHEREAS, Assignor and Assignee desire to terminate the Trademark License as of the Effective Date;

NOW, THEREFORE, for good and valuable consideration, receipt of which the Assignor acknowledges, and by signing and delivering this instrument, the Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee all right, title, and interest in and to:

(a) the Trademarks; and

(b) all goodwill associated with the business related to the Trademarks together with all rights to use, license and otherwise exploit the Trademarks; any and all registered trademarks and trademark applications that have been or may be granted or filed, respectively, with respect to the Trademarks; all foreign trademarks that may claim priority based on and correspond to the Trademarks all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any Trademark; all rights in and under the Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Trademarks, including the right to fully and entirely replace the Assignor in all related matters.

As of the Effective Date, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the Trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Trademarks described above. This Trademark Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery of an executed copy of this instrument or facsimile or email transmission of the signature to this instrument, (b) benefits and binds the parties to this Trademark Assignment and their respective successors and assignees, and (c) may be signed in counterparts. Assignor shall execute any further instruments or documents reasonably requested by Assignee to evidence and perfect the transfers described in this Trademark Assignment.


The Parties hereby agree to terminate the Trademark License, including without limitation all rights and licenses granted thereunder, as of the Effective Date. This Agreement, and the attached Exhibit,


constitutes the entire agreement and understanding of the parties in respect to the transactions contemplated hereby and thereby and supersede all prior agreements, arrangements and undertakings, whether written or oral, relating to the subject matter hereof, including the 91 Asset Purchase Agreement, the Trademark License and the 96 Asset Purchase Agreement. Each Party hereby releases the other Party from liability for any and all claims related to the Trademark License arising prior to the Effective Date.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of August 1, 1996.

BERNAT YARN AND CRAFT CORP.,  
a division of CRAFTCO, INC

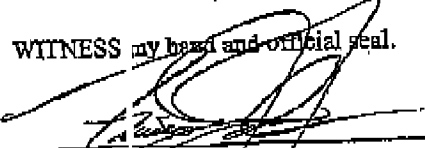
SPINRITE INC.

  
By: Clinton C. Atkins  
Title: Chairman, Board of Directors

  
By: RYAN NEWELL  
Title: CEO

STATE OF ILLINOIS  
COUNTY OF CHAMPAIGN

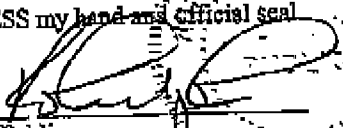
On August 1, 1996 before me, Francis J. Jahn (the undersigned notary), personally appeared Clinton C. Atkins, Chairman of the Board of Directors of Craftco, Inc., an Illinois Corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
  
Notary Public



Proov  
STATE OF ONTARIO  
COUNTY OF PETERB

On JAN 22 / 04 before me, ROBERT JOHNS (the undersigned notary), personally appeared RYAN NEWELL personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/har/their authorized capacity(ies), and that by his/har/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal  
  
Notary Public

**EXHIBIT A**  
**TRADE MARKS**

	MARK	REG/APPL. NO.	COUNTRY
BERNAI		390,817 (DEAD)	USA
BERNAI		740,097 (CANCELLED)	USA
BERNAI		765,926	USA
BERNAI		840,552	USA
BERNAI		1,103,708 (EXPIRED)	USA
BERNAI	MADEIRA NEEDLEPOINT	1,318,315	USA

**KIRKLAND & ELLIS LLP*****Fax Transmittal***

Citigroup Center  
 153 East 53rd Street  
 New York, New York 10022-4611  
 Phone: 212 446-4800  
 Fax: 212 446-4900

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Please notify us immediately if any pages are not received.

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 212 446-4800.

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<i>To:</i>	<i>Company:</i>	<i>Fax #:</i>	<i>Direct #:</i>
Assignment Branch	United States Patent & Trademark Office	703-306-5995	

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<i>From:</i>	<i>Date:</i>	<i>Pages w/cover:</i>	<i>Fax #:</i>	<i>Direct #:</i>
Hayley M. Smith	January 26, 2004	6	212 446-4900	212 446-4727

*Message:*