

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
 Gammill Inc.,
 d/b/a Gammill Quilting Machine Company

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

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

2. Name and address of receiving party(ies)
 Name: GQM Acquisition Corp.
 Internal Address: c/o Champlain Capital Partners, L.P
 Street Address: One Market Street, Suite 2675
 City: San Francisco State: CA Zip: 94105

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/26/2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2408816

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Joan T. Pinaire
 Internal Address: McCarter & English, LLP

Street Address: 100 Mulberry Street
Four Gateway Center

City: Newark State: NJ Zip: 07102


6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502639

DO NOT USE THIS SPACE

9. Signature.
Joan T. Pinaire
 Name of Person Signing


 Signature

1/21/04
 Date

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

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

CH \$40.00 502639 2408816

TRADEMARK ASSIGNMENT

WHEREAS, Gammill Inc., d/b/a Gammill Quilting Machine Company, a Missouri corporation, having a principal place of business at 1452 W. Gibson Street, West Plains, MO 65775 ("Assignor"), owns the trademarks listed in Schedule A attached hereto (the "Marks");

WHEREAS, GQM Acquisition Corp., a Delaware corporation, located at One Market Street, c/o Champlain Capital Partners, L.P., Steuart Tower, Suite 2675, San Francisco, California 94105 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Marks and any registrations and applications therefor in the United States, together with all of the goodwill of the business associated with the use of and symbolized by the Marks;


NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest to the Marks, and any registrations and applications therefor in the United States, together with all of the goodwill of the business associated with the use of and symbolized by the Marks along with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

For the above consideration, Assignor agrees that upon request of the Assignee, its successors or assigns, it shall execute and deliver any papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the Marks and any rights therein in the United States.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officers, do hereby execute this Trademark Assignment effective as of this 26th day of December, 2003.

GAMMILL, INC. d/b/a GAMMILL QUILTING
MACHINE COMPANY

By: 
Name: Kenneth G. Gammill
Title: President

GQM ACQUISITION CORP.

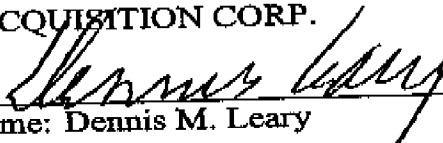
By: _____
Name: Dennis M. Leary
Title: President

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officers, do execute this Trademark Assignment effective as of this 26th day of December, 2003.

GAMILL, INC. d/b/a GAMMILL QUILTING
MACHINE COMPANY

By: _____
Name: Kenneth G. Gammill
Title: President

GQM ACQUISITION CORP.

By: 
Name: Dennis M. Leary
Title: President

SCHEDULE A**Trademarks****U.S. REGISTRATION**

1. GAMMILL, U.S. Regis. No. 2,408,816

COMMON LAW MARKS

1. Gammill Design Center
2. Gammill WorkStation
3. Straight Diagonal Stitching (Gam-Guide)
4. Molded Multi-Function Gam-Foot
5. Variable Stroke Hopping (Dancing) Foot
6. Focusable Stylaser
7. Auxiliary Intermittent Tension
8. Infinitely Adjustable Circle-Ease
9. Channel Lock
10. Full-Size Pantoquilt
11. Pantoquilt Patterns
12. Stencil Kit
13. Classic Plus
14. Optimum Plus
15. Supreme Plus
16. Gam-Guide
17. Circle-Ease
18. Full-Size Pantoquilt Pattern Shield
19. Gam-Foot