

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.

<p>1. Name of conveying party(ies): 1287356 Ontario Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>Canada</u> <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: Spinrite Limited Partnership</p> <p>Address: Box 40, Listowel Ontario, Canada N4W 3H3</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership - <u>Canada</u> <input type="checkbox"/> Corporation _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other -</p> <p>Execution Date: January 27, 2004</p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p>	<p>B. Trademark Registration No.(s): See Attached</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>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</p>	<p>6. Total number of applications and registrations involved: 16</p> <p>7. Total fee (37 CFR 3.41)..... \$ 415 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> To be Charged to Deposit Account</p> <p>8. Deposit Account No. 111098 (Attach duplicate copy of this page if paying by deposit account)</p>
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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 Feb. 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

TRADEMARK
REEL: 002802 FRAME: 0588

CH \$415.00 111098 1476015

**SCHEDULE TO RECORDATION COVER SHEET
SPINRITE LIMITED PARTNERSHIP AS ASSIGNEE**

Mark	Reg. No.
BABY BRITE	1475015
BERELLA 4 & Design	1034354
BERNAT	0765926
BERNAT	0840552
BERNAT MADEIRA NEEDLEPOINT	1318315
BIG DEAL	1995674
BOUQUET	2126513
FIRST CHOICE	2314332
HANDICRAFTER	0764725
HANDICRAFTER	2163053
LILY stylized letters	237,163
NICE 'N SOFT	1846241
PHENTEX	0843753
PHENTEX & Design	0843754
SPINDLECRAFT	1685366
ULTRA-SOFT	1806759

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 27th day of January, 2004 (the "Effective Date") by and between 1287356 Ontario Inc. (formerly, Spinrite Inc.; the "Company") and Spinrite Limited Partnership (the "Purchaser").

The Company wishes to assign to the Purchaser, and the Purchaser wishes to acquire from the Company all rights at common law and all rights under statute in and to the trademarks listed in Schedule "A", together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby sells, assigns, transfers and sets over to the Purchaser the entire right, title and interest in and to the Marks, for the United States, Canada and all other countries of the world, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, Canada or any other country of the world, now or hereafter in effect, for the Purchaser's own use and enjoyment, and for the use and enjoyment of the Purchaser's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Company if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for the Purchaser's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The Company hereby requests the Commissioner of Patents and Trademarks in the US, and the corresponding entities or agencies in any other countries, to record the Purchaser as the assignee and owner of the Marks.

The Company will, at the Purchaser's expense, take all further actions, and provide to the Purchaser, the Purchaser's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of

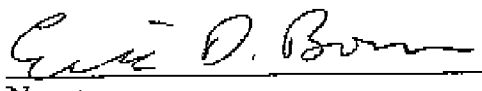
attorney or other documentation), reasonably requested by the Purchaser to more fully and effectively carry out the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that the Purchaser reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF the Company and the Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

1287356 ONTARIO INC.

SPINRITE LIMITED PARTNERSHIP,
by its general partner 3084302 Nova
Scotia Limited

by: 


by: 

Name:
Title:

Name:
Title:


SPINRITE INC. (name changed to 1287356 Ontario Inc. January 22, 2004)

CANADIAN TRADE-MARKS as at January 23, 2004

Ref. No.	Mark	App. No./Filing date Reg. No./Reg. date
1.	ARCTIC	App. No. 516997 / February 17, 1984 Reg. No. TMA297602 / November 30, 1984
2.	BABY SOFT	App. No. 1168866 / February 21, 2003
3.	BERELLA	App. No. 360973 / February 1, 1973 Reg. No. TMA194212 / September 21, 1973
4.	BERNAT	App. No. 813679 / May 29, 1996 Reg. No. TMA502212 / October 14, 1998
5.	BERNATIZED	App. No. 261398 / February 22, 1961 Reg. No. TMA123392 / September 1, 1961
6.	BISON BLANC: Design	App. No. 535293 / January 24, 1985 Reg. No. TMA311984 / March 7, 1986
7.	BOUQUET	App. No. 191639 / July 13, 1946 Reg. No. UCA024053 / July 13, 1946.
8.	BOUQUET & DESIGN 	Application Number: 321582 Registration Number: TMA166619 Filed: April 16, 1969 Registered: November 28, 1969
9.	BOUQUET	App. No. 757991 / June 23, 1994 Reg. No. TMA462363 / August 30, 1996
10.	"CARNIVAL"	App. No. 1914060 / May 24, 1946 Reg. No. UCA023655 / May 24, 1946
11.	CRAFTISANAT	APPLICATION NUMBER: 0395961 REGISTRATION NUMBER: TMA220230 STATUS: REGISTERED FILED: 1976-03-18 REGISTERED: 1977-04-22
12.	DYNASTY	APPLICATION NUMBER: 0683737 REGISTRATION NUMBER: TMA410057 STATUS: REGISTERED FILED: 1991-06-07 REGISTERED: 1993-03-26



SPINRITE INC. (name changed to 1287356 Ontario Inc. January 22, 2004)

CANADIAN TRADE-MARKS as at January 23, 2004

Ref. No.	Mark	App. No./Filing date Reg. No./Reg. date
13.	EAGLE DESIGN 	APPLICATION NUMBER: 0672472 REGISTRATION NUMBER: TMA401977 STATUS: REGISTERED FILED: 1990-12-13 REGISTERED: 1992-08-28
14.	FIRST CHOICE	App. No. 770095 / December 5, 1994 Reg. No. TMA456298 / March 29, 1996
15.	GAUGUIN	APPLICATION NUMBER: 0592284 REGISTRATION NUMBER: TMA345774 STATUS: REGISTERED FILED: 1987-09-23 REGISTERED: 1988-09-30
16.	GLOUCESTER	App. No. 586924 / June 29, 1987 Reg. No. TMA344065 / August 26, 1988
17.	GLOUCESTER SPORT	App. No. 586923 / June 29, 1987 Reg. No. TMA347637 / November 10, 1988
18.	GOOD SHEPHERD & Design	App. No. :667675 / October 1, 1990 Reg. No. TMA397820 / May 1, 1992
19.	GOOD SHEPHERD & Design	App. No. 667676 / October 1, 1990 Reg. No. TMA397821 / May 1, 1992
20.	GOOD SHEPHERD Design	App. No. 667678 / October 1, 1990 Reg. No. TMA407700 / February 5, 1993
21.	HANDICRAFTER	App. No. 757990 / June 23, 1994

SPINRITE INC. (name changed to 1287356 Ontario Inc. January 22, 2004)

CANADIAN TRADE-MARKS as at January 23, 2004

Ref. No.	Mark	App. No./Filing date Reg. No./Reg. date
		Reg. No. TMA460095 / July 12, 1996
22.	HANDICRAFTER	App. No. 279273 / December 5, 1963 Reg. No. TMA139235 / February 19, 1965
23.	IRISH MIST	App. No. 471700 / June 23, 1981 Reg. No. TMA270719 / July 2, 1982
24.	KOUNTRY KABLED KOTTON	App. No. 808652 / April 1, 1996 Reg. No. TMA472951 / March 18, 1997
25.	LION & Design	App. No. 261403 / February 22, 1961 Reg. No. TMA123398 / September 1, 1961
26.	NAKINA	App. No. 515414 / January 19, 1984 Reg. No. TMA296423 / October 26, 1984
27.	NANTUK	App. No. : 285767 / November 13, 1964 Reg. No. TMA140321 / May 14, 1965
28.	NICE 'N SOFT	App. No. 656738 / May 7, 1990 Reg. No. TMA397286 / April 17, 1992
29.	PHENTEX & DESSIN 	APPLICATION NUMBER: 0305312 REGISTRATION NUMBER: TMA155071 STATUS: REGISTERED FILED: 1967-05-30 REGISTERED: 1968-01-12
30.	PHENTEX	APPLICATION NUMBER: 0672473 REGISTRATION NUMBER: TMA392903 STATUS: REGISTERED FILED: 1990-12-13 REGISTERED: 1992-01-17
31.	PHENTEX DESIGN 	APPLICATION NUMBER: 0672474 REGISTRATION NUMBER: TMA404846 STATUS: REGISTERED FILED: 1990-12-13 ADVERTISED: 1992-06-17 REGISTERED: 1992-11-13
32.	PHENSPUN	APPLICATION NUMBER: 0393667

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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Assignment Branch	United States Patent & Trademark Office	703-306-5995	
<i>From:</i>	<i>Date:</i>	<i>Pages w/cover:</i>	<i>Fax #:</i>
Hayley M. Smith	February 26, 2004		212 446-4900
<i>Message:</i>			