

09-17-2003



102554277

To the Honorable Commission

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9-15-03  
Joyce Chen, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Massachusetts  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Columbian Home Products, LLC  
Internal  
Address: \_\_\_\_\_  
Street Address: 1600 Beech Street  
City: Terre Haute State: IN Zip: 47804

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Illinois limited liability company  
 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: February 3, 2003

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

B. Trademark Registration No.(s) 1,313,184  
1,315,461; 1,599,652; 1,619,474  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Angelo J. Bufalino  
 Internal Address: Vedder Price Kaufman & Kammholz  
 \_\_\_\_\_  
 Street Address: 222 N. LaSalle Street  
 \_\_\_\_\_  
 City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: ..... **15**

7. Total fee (37 CFR 3.41).....\$ 390.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

09/16/2003 DBYRME 00000150 1313184  
01 FC:8522 40.00 OP  
02 FC:8522 350.00 OP

DO NOT USE THIS SPACE

9. Signature. \_\_\_\_\_  
Angelo J. Bufalino  
 Name of Person Signing

Signature

9/10/03  
 Date

**11**

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

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

Page 2 – Continuation of Item 4 "Registration Nos."

Additional Trademark Registration Nos.  
Assigned from Joyce Chen, Inc. to  
Columbian Home Products, Inc.  
February 3, 2003

Registration Nos.

1,959,572

2,145,771

2,228,666

2,285,081

2,431,517

2,431,519

2,433,983

2,436,933

2,436,934

2,571,844

2,698,862

## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 3rd day of February, 2003, by Joyce Chen, Inc., a Massachusetts corporation with its principal place of business at 6 Fortune Drive, Billerica, Massachusetts 01821 ("Assignor"), to Columbian Home Products, LLC, an Illinois limited liability company with its principal place of business at 1600 Beech Street, Terre Haute, Indiana 47804 ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of January 7, 2003 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer its interests in the Purchased Assets (as defined in the Purchase Agreement) to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

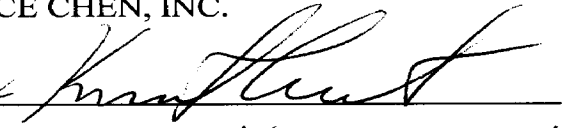
In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

JOYCE CHEN, INC.

By: 

Name: Keith Ohmart

Title: President

[SEAL]

State of )  
 ) ss.:  
County of )

On this 3rd day of February, 2003, before me, Keith Ohmaet, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) 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 person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Brenda McCray  
Notary Public



**SCHEDULE A****UNITED STATES TRADEMARKS - REGISTERED**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
JOYCE CHEN and Design	953,216	2/13/1973
C JOYCE CHEN and Design	1,313,184	1/8/1985
Design - "JOYCE CHEN" in Chinese Characters	1,315,461	1/22/1985
PEKING PAN	1,599,652	6/5/1990
UNLIMITED SCISSORS	1,619,474	10/30/1990
CHINA VILLAGE and Design	1,738,508	12/8/1992
CHINA VILLAGE and Design	1,738,534	12/8/1992
CHINA VILLAGE and Design	1,751,320	2/9/1993
CHINA VILLAGE and Design	1,756,479	3/9/1993
MEXICAN FIESTA and Design	1,959,572	3/5/1996
PROVENCE COUNTRY	2,007,258	10/8/1996
PROVENCE COUNTRY THE SOURCE OF FINE FRENCH COOKING PORCELAIN ENAMELED CAST IRON COOKWARE and Design	2,033,718	1/28/1997
THE BOARD OF HEALTH and Design	2,071,959	6/17/1997
JOYCE CHEN and Design	2,079,162	7/15/1997
JOYCE CHEN and Design	2,145,771	3/24/1998
HEALTHY TRADITIONS	2,228,666	3/2/1999
SPOT'N CHOP	2,285,081	10/12/1999
CHINA VILLAGE and Design	2,431,517	2/27/2001
ASIA BY JOYCE CHEN	2,431,519	2/27/2001
ASIA BY JOYCE CHEN	2,433,983	3/6/2001
JOYCE CHEN and Design	2,436,933	3/20/2001
JOYCE CHEN and Design	2,436,934	3/20/2001
FRENCH PANTRY	2,571,844	5/21/2002

**UNITED STATES TRADEMARKS - PENDING**

<b>TRADEMARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
JOYCE CHEN FOR THE GARDEN	78/099,390	12/20/2001

**UNITED STATES TRADEMARKS - UNREGISTERED**

<b>TRADEMARK</b>	<b>CLASS</b>	<b>STATUS</b>
ITALIAN VILLA	Cookware, kitchen tools and utensils	First use August 1995
TRADITIONS	Cookware, kitchen tools and utensils	First use December 2000
COUNTRY CABIN	Cookware, kitchen tools and utensils	First use January 2002
ORIGINS	Cookware, kitchen tools and utensils	First use August 2002
JOYCE CHEN & Design	Cooking oils, sauces	Unregistered



# UNITED KINGDOM TRADEMARK REGISTRATIONS

<b>TRADEMARK</b>	<b>REG.NO.</b>	<b>FILING DATE</b>	<b>REG. DATE</b>
MEXICAN FIESTA and Design	2,100,397	5/17/1996	3/7/1997

## CANADIAN TRADEMARK REGISTRATIONS

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
CHINA VILLAGE & Design	TMA 443,920	6/16/1995
CHINA VILLAGE & Design	TMA 463,306	9/13/1996
MEXICAN FIESTA & Design	TMA 455,789	3/22/1996
JOYCE CHEN & Design	TMA 205,335	2/14/1975

**CHINESE TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
ITALIAN VILLA & Device	Principal Trademark Reg. No. 00787226	12/01/1997
	Associated Trademark Reg. No. 00794918	02/01/1998
ITALIAN VILLA & Device	Principal Trademark Reg. No. 00782778	11/01/1997
	Associated Trademark Reg. No. 00795133	02/01/1998
MEXICAN FIESTA & Device	Principal Trademark Reg. No. 00767338	07/16/1997
	Associated Trademark Reg. No. 00795134	02/01/1998
CHINA VILLAGE & Device	Principal Trademark Reg. No. 00782777	11/01/1997
	Associated Trademark Reg. No. 00799960	04/01/1998
THE BOARD OF HEALTH	Principal Reg. No. 00797859	03/01/1998