

10-01-2003



HEET

Docket No.:

JLY

29211-06

RE

102563444

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Apogee Enterprises, Inc.

3-26-03

- Individual(s)
- General Partnership
- Corporation-State Washington
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: KT Manufacturing, Inc.

Internal Address:

Street Address: 86 Old School Road

City: Prosperity State: SC ZIP: 29127

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State South Carolina

Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: August 29, 2002

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

2,120,371

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Sara A. Centioni

Internal Address:

Street Address: P.O. Drawer 2426

City: Columbia State: SC ZIP: 29202

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:

080719

2003 SEP 29 AM 8:04
DEPT OF COMMERCE
OFFICE OF THE SECRETARY
U.S. PATENT AND TRADEMARK OFFICE

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.

Sara A. Centioni

Name of Person Signing

Signature

September 23, 2003

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002835 FRAME: 0572

04-15-2003

SHEET

Docket No.:

NLY

29211-06



102419954

Tab settings

To the Honorable Commissioner of

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Apogee Enterprises, Inc.

3-26-03

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies):

Name: KT Manufacturing, Inc.

Internal Address: _____

Street Address: 86 Old School Road

City: Prosperity State: SC ZIP: 29127

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State South Carolina
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

2,120,371

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Sara A. Centioni

Internal Address: _____

Street Address: Post Office Drawer 2426

City: Columbia State: SC ZIP: 29202

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:

080719

04/14/2003 DBYRNE 00000175 080719 2120371

01 FC:8521 40.00 CH

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.

Sara A. Centioni

Name of Person Signing

Sara Centioni

Signature

March 25, 2003

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 002835 FRAME: 0573

TRADEMARK ASSIGNMENT

WHEREAS, Apogee Enterprises, Inc., a corporation organized and existing under the laws of the State of Washington, and having its principal place of business at 177 Telegraph Road, Suite 584, Bellingham, Washington, herein after referred to as Assignor, is the owner of the trademark PURR-SACK (U.S. Trademark Registration No. 2,120,371) for beds for pets;

WHEREAS Apogee acquired all right, title and interest in and to the assets of Cedarsack Pet Products, a corporation organized and existing under the laws of the State of Washington, and having its principal place of business at 17455 N.E. 67th Court, Suite E, Redmond, Washington; and

WHEREAS, KT Manufacturing, Inc., a corporation organized under the laws of South Carolina, whose address is 86 Old School Road, Prosperity, South Carolina, hereinafter referred to as Assignee, was assigned the trademark and all goodwill symbolized thereby for good and valuable consideration;


NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of Twenty-Five Hundred Dollars (\$2500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Apogee hereby acknowledges and confirms that Cedarsack has sold, transferred, conveyed, and assigned unto said KT Manufacturing the entire right, title, and interest in and to said trademark; all registrations and applications for registration of said trademark, including specifically herein before identified; all domain name registrations of said trademark; the right to recover for past infringement of said trademark; and the goodwill of the business in connection with which said trademark is used and which is symbolized by said trademark.

ASSIGNOR HEREBY covenants and represents that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

~~ASSIGNOR HEREBY covenants and represents that ASSIGNOR has been the sole and exclusive user of the trademark for the services set forth above from the time of ASSIGNOR'S adoption of said trademark; that ASSIGNOR has continually used the trademark since the time of its adoption by ASSIGNOR and the ASSIGNOR has not abandoned the same; that ASSIGNOR has continually policed the entity to use the same or any confusingly similar marks for the same or related goods or services; that to the best of ASSIGNOR'S knowledge, information and belief, neither the trademark nor any confusingly similar marks are currently used by any other person, firm, company, or entity, whether related to or affiliated with ASSIGNOR or not, for similar or related goods or services and has not been so used by any other person, firm, company, or entity during the time of ASSIGNOR'S use.~~

~~ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to the said ASSIGNEE, its successors, legal representatives, and assigns, any facts known to ASSIGNOR respecting said marks, and testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives, and assigns, to obtain and enforce proper protection for said trademark in all countries.~~

Apogee Enterprises, Inc.

By: 
 Eric Heilborn
 President

Date: 0/29/02