

9/30/03

10-20-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$ **RE**

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

102578395

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

1. Name of conveying party(ies):
ACS INDUSTRIES, INC.

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: **ACS TECHNOLOGIES, INC.**
Internal
Address: _____

Street Address: **300 DELAWARE AVE, SUITE 535**
City: **WILMINGTON** State: **DE** Zip: **19801**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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: **07/29/1997**

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

B. Trademark Registration No.(s)
1,796,036

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **WALTER J. KAVIOLIS**
 Internal Address: **ACS INDUSTRIES, INC.**

Street Address: **191 SOCIAL STREET**
PO BOX 1010

City: **WOOLSOCKET** State: **VT** Zip: **05895**

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:
N/A

(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.

WALTER J. KAVIOLIS *Walter J. Kaviolis* **09-30-03**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **2**

10/20/2003 ECOOPER 00000026 1796036 01 FC:8521

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

40.00 DP

TRADEMARK REEL: 002846 FRAME: 0434

ASSIGNMENT

WHEREAS, ACS INDUSTRIES, INC., a Rhode Island corporation, having its principal place of business at 160 Hamlet Avenue, Woonsocket RI 02895 (hereinafter "Assignor"), is the owner of the trademarks listed below (hereinafter referred to as the "Trademarks"):

<u>Number</u>	<u>Date</u>	<u>Trademark</u>
1,796,036	28 Sept 93	FRESH 'N READY
1,753,958	23 Feb 93	TOUGH SCOUR
1,846,237	19 Jul 94	GRILLFRIEND
2,065,571	27 May 97	SCOURIT
1,990,083	30 Jul 96	SCRUBBLE

WHEREAS, ACS TECHNOLOGIES, INC., a Delaware corporation, having its principal place of business at Suite 1704, 300 Delaware Avenue, Wilmington, DE 19801, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in, to and under the Trademarks;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, and other good and valuable consideration, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and

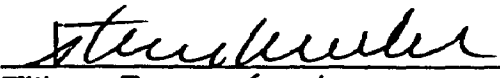
set over to Assignee, the Trademarks, and any renewal or renewals of the Trademarks already or hereafter granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Trademarks, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives.

And Assignor further covenants and agrees that it will communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Trademarks, and testify in any legal proceeding, sign all lawful papers, execute all renewal applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain and enforce proper protection for the Trademarks.

And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

Dated: 7/29/97

ACS INDUSTRIES, INC.

By: 
Title: President

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assigntm.doc