

12-17-2003

FORM PTO-1594 (Substitute)

REC



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

To the Director of the U.S. Patent and Trademark

102625795

if documents or copy thereof.

1. Name of conveying party(ies):

LAURI, INC.

12.15.03

- Individual
- General Partnership
- Corporation-Maine
- Other:
- Association
- Limited Partnership

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

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

Name: SMETHPORT SPECIALTY COMPANY

Address: P.O. BOX 263

City: Smethport State: PA Zip: 16749

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Pennsylvania
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 30, 2003

4. Application number(s) or patent number(s)

A. Trademark Application No(s).

B. Trademark Registration No(s).

1519949 and 1437404

Additional numbers attached?  Yes  No

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

Name: Jody L. Burtner, Senior Paralegal

REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230-0488

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6)): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(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 and copy of the original document.

Jody L. Burtner, Senior Paralegal

Name of Person Signing

Signature

December 12, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office,

P.O. Box 1450, Alexandria, VA 22313-1450

12/16/2003 LMJELLER 00000075 1519949

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

DEC 15 AM 7:51  
OPER/FINANCE

**ASSIGNMENT OF INTELLECTUAL PROPERTY-  
TRADEMARKS, SERVICE MARKS AND TRADENAMES**

This Assignment, effective this 30<sup>th</sup> day of SEPT, 2003, is by and among **LAURI, INC.** (the "Assignor") and **SMETHPORT SPECIALTY COMPANY**, ("Assignee").

WHEREAS, ASSIGNOR has adopted, used and continues to use the trademarks, service marks and/or tradenames described in Schedule A attached hereto and made a part hereof (the "Marks and Tradenames"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated 9-30, 2003 ("Asset Purchase Agreement") pertaining to the sale and purchase of certain assets and liabilities of Assignor, including Intellectual Property relating to the Business (as defined in Section 2.09 therein), (hereinafter referred to collectively as the "Intellectual Property"); and Assignor has agreed, inter alia, to assign, and Assignee has agreed, inter alia, to acquire Assignor's entire right, title and interest in, to the Intellectual Property and under the Marks and Tradenames, including those set forth in the attached Schedule A, or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, intending to be legally bound, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title, interest in and to the Intellectual Property, including the Marks and Tradenames at least as set forth in the attached Schedule A attached hereto and to any and all applications for registration and registrations therefor, together with the goodwill of Assignor's business associated with the Marks, and any common law rights,

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including, without limitation, any and all prior causes of action and damages relating thereto worldwide.

Assignor hereby covenants that upon the reasonable request of Assignee, Assignor agrees to execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits reasonably necessary to confirm and perfect the transfer of such Intellectual Property to Assignee. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by the Assignee provided, however, that Assignor has obtained the prior written consent of Assignee (or its successors or assigns) to incur the expense for which Assignor seeks payment.

Assignee hereby confirms, agrees to and accepts this Assignment of Intellectual Property.

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**ASSIGNOR:**

**LAURI, INC.**

By: Clyde E. Wentworth

Title: President

*Wentworth*

**ASSIGNEE:**

**SMETHPORT SPECIALTY COMPANY**

By: Wm. J. ...

Title: Treasurer

**SCHEDULE A - INTELLECTUAL PROPERTY**

**Trademark Registrations**

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>	<u>GOODS / SERVICES</u>	<u>OWNER OF RECORD</u>
US	LAURI	1519949	1/10/1989	REGISTERED	Early learning and educational toys and playthings, namely puzzles and three dimensional puzzles, toys utilizing fit-together pieces to create shapes and designs, manipulative construction sets and playsets utilizing toy buildings, lots, roadways, bridges, fences, people, animals, cars, trees, fences, landscaping, equipment sold as a unit for playing a board game, puppets and puppet parts, toy clocks, toy tools, toy jewelry, lacing and string kits, toy fishing set, model sets, toy animals, toss games and parlour games	Lauri, Inc.
US	LAURI (STYLIZED)	1437404	2/21/1987	REGISTERED	puzzles, toys utilizing fit-together pieces to create shapes and designs, equipment sold as a unit for playing a board game, and puppets and puppet parts	

**Applications for Trademark Registration**

None

Unregistered Marks

Common law rights may be found in the following marks:

LAURI TOYS  
LAURI'S PLAYMILL  
BUILD-A-SKILL  
LAURILAND AND DESIGN

Trade Names

LAURI TOYS  
LAURI, INC.