

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Ribble Corporation

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

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

3. Nature of conveyance:

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

Execution Date: 03/18/2004 Assignment

2. Name and address of receiving party(ies)

Name: Fox Run Holdings, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 1907 Stout Drive

City: Ivyland State: PA Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

2,502,538

Additional number(s) attached  Yes  No

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

Name: Judith R.S. Stern

Internal Address: Bromberg & Sunstein LLP

Street Address: 125 Summer Street

City: Boston State: MA Zip: 02110

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:

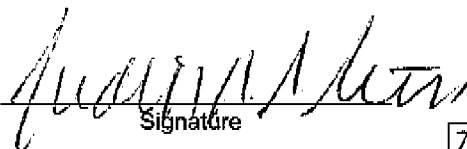
19-4972

DO NOT USE THIS SPACE

9. Signature.

Judith R.S. Stern

Name of Person Signing



Signature

July 27, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

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

**CONFIRMATORY TRADEMARK ASSIGNMENT**

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment"), entered into as of the fifth day of October, 2000 (the "Effective Date"), is made by and between Ribble Corporation, a corporation organized under the laws of Pennsylvania, with its principal place of business at 1907 Stout Drive, Ivyland, Warwick Township, Pennsylvania ("Ribble"), and Fox Run Holdings, Inc., a corporation organized under the laws of Delaware, with its principal place of business at 1907 Stout Drive, Ivyland, Warwick Township, Pennsylvania ("Fox Run").

In consideration of the value received and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Ribble and Fox Run agree as follows:

1. Background and Revocation. On or about October 5, 2000, pursuant to the Trademark Transfer and Assignment Agreement, a copy of which is attached hereto (the "Original Transfer Agreement"), Ribble assigned to Fox Run the trademarks set forth on Schedule A attached hereto (the "Trademarks"), together with the goodwill symbolized by the Trademarks and the business, or portion thereof, to which the Trademarks pertain. In the Original Transfer Agreement, due to a clerical error, the names of Ribble and Fox Run were reversed. Ribble and Fox Run now revoke the Original Transfer Agreement and confirm the assignment of the Trademarks from Ribble to Fox Run.

2. Grant. Ribble has sold, assigned, and transferred to Fox Run, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks and the business, or portion thereof, to which the Trademarks pertain. If Ribble's prior assignment is, for any reason, ineffective, Ribble hereby sells, assigns, and transfers to Fox Run, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for

past, present and future infringement, together with the goodwill symbolized by the Trademarks and the business, or portion thereof, to which the Trademarks pertain.

3. Further Acts/Recording Ribble further covenants with Fox Run to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable Fox Run to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. Should Ribble fail to take such steps or execute such documents promptly upon request, Ribble authorizes Fox Run to take such steps and execute such documents in Ribble's name and on Ribble's behalf, and Ribble hereby irrevocably appoints Fox Run as its power of attorney for same. To the extent required under applicable law or otherwise necessary, Ribble hereby authorizes Fox Run to apply for the recording of the assignment of the Trademarks and to request the trademark offices in the territories concerned to issue to Fox Run any and all documents covering the Trademarks.

4. Warranty Ribble warrants, covenants, and represents that to the best of its knowledge and belief it was, prior to the effectuation of the Original Transfer Agreement and of this assignment, the owner of all rights, title and interest in the Trademarks, including all intellectual property rights in same, and that except as set forth herein, it has not granted any license, right or privilege or in any other way encumbered same, and that it has the full right to make this assignment, free of all licenses and encumbrances, that any and all goodwill represented by the Trademarks is assigned herewith, and that Fox Run is the successor to that portion of the business of Ribble to which the Trademarks pertain.

IN WITNESS WHEREOF, Ribble and Fox Run have caused this Confirmatory Trademark Assignment to be executed as of the Effective Date.

RIBBLE CORPORATION

By: Kirby C. Castor Date: 3/18, 2004  
Name: Kirby C. Castor  
Title: President

**CERTIFICATE OF ACKNOWLEDGMENT**

COUNTRY OF UNITED STATES  
STATE OF Pa  
COUNTY OF Bucks

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18<sup>th</sup> day of March 2004, Kirby C. Castor personally appeared and who being by me duly sworn, deposes and says that he is the President of Ribble Corporation and that he is authorized to sign and has signed the foregoing instrument as such and that he acknowledges such signing to be the free act and deed of Ribble Corporation.

Patricia A. Martucci  
Notary Public

Patricia A. Martucci  
Print or Stamp Name of Notary

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Patricia A. Martucci, Notary Public  
Doyelstown Twp., Bucks County  
My Commission Expires Dec. 13, 2007  
Member, Pennsylvania Association Of Notaries

FOX RUN HOLDINGS, INC.

By: *Michael Kann* Date: *4/14*, 2004  
Name: *MICHAEL KANN*  
Title: *CO-CHAIRMAN*

**CERTIFICATE OF ACKNOWLEDGMENT**

COUNTRY OF UNITED STATES  
STATE OF *New Jersey*  
COUNTY OF *Bergen*

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this *14* day of *April*, 2004, *Michael Kann* personally appeared and who being by me duly sworn, deposes and says that s/he is the *Co-Chairman* of Fox Run Holdings, Inc. and that s/he is authorized to sign and has signed the foregoing instrument as such *Co-chairman* and that s/he acknowledges such signing to be the free act and deed of Fox Run Holdings, Inc.

*Lori Mongelli*  
Notary Public **LORI MONGELLI**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 6/20/2005**

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
My Commission Expires

**SCHEDULE A**

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks comprised of or containing any of the mark listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters:

**Trademarks:**

FOX RUN KITCHENS  
TOUCH OF OIL  
TOUCH OF FOAM

U.S. Registration Number: 2502538  
U.S. Application Serial Number: 76088282  
U.S. Application Serial Number: 75655489

## TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of October 5, 2000 and is by and between Ribble Corporation, a Pennsylvania corporation (the "Transferee") and Fox Run Holdings Inc., a Delaware corporation (the "Transferor").

WHEREAS, Transferor owns and uses the trademarks TOUCH OF OIL, TOUCH OF FOAM, and FOX RUN KITCHENS, consisting of words, letters, and/or numbers, in connection with its kitchen and houseware supply business which are identified with the United States Patent and Trademark Office under the Application Serial Numbers 76088282, 75655489, and 75655268, respectively (the "Marks");

WHEREAS, Transferor and Transferee have entered into an Asset Purchase Agreement dated October 1, 2000 (the "Asset Purchase Agreement"). Transferor has agreed to transfer and assign any and all rights, title, interest and goodwill that it may have in the Marks to Transferee under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment and Transfer of Trademark Rights. Transferor hereby assigns and transfers to Transferee:

a. Any and all rights, title and interests held by Transferor in and to the Marks, including but not limited to all trademarks, service marks, registrations of trademarks and service marks and applications for such registration (hereinafter, collectively and individually referred to as "Trademarks");

b. The goodwill of the business connected with the use of and symbolized by the said Trademarks, together with all assets that uniquely reflect the goodwill of the business of Transferor;

c. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademarks or injury to said goodwill, together with the right to sue or recover the same in Transferor's name.

2. Additional Documents. Transferee and Transferor will perform any and all acts necessary to effectuate the terms of this Agreement, including but not limited to:

a. To implement the transfer contemplated in Section 1:

(i) Transferor will immediately complete and execute Form PTO-1618A provided by the United States Patent and Trademark Office as necessary to register and record the transfer of the Mark with the United States Patent and Trademark Office;

(ii) Any other documents which may become necessary to effectuate the transaction contemplated in Section 1 and to register and record such transaction with the United States Patent and Trademark Office.

3. Filing/Fees. Transferee shall be responsible for making all filings and filing fees necessary to effectuate the transaction contemplated in Section 1 and to register and record such transaction with the United States Patent and Trademark Office.

4. Interpretation/Jurisdiction. This Agreement will be interpreted according to the laws of the Commonwealth of Pennsylvania. The parties hereto consent to the exclusive jurisdiction of any state or federal court in the Commonwealth of Pennsylvania.

5. Severability. If any part or provision of this Agreement shall be held invalid, unenforceable or in conflict with any law of a federal, state or government having jurisdiction over this Agreement, this Agreement shall be considered divisible and inoperative as to such provision to the extent it is deemed illegal, invalid or unenforceable, and in all other respects this Agreement shall remain in full force and effect; *provided however*, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable, there shall be added hereto automatically a provision which is as similar as possible to such illegal, invalid or unenforceable provision and legal, valid and enforceable.

6. Complete Agreement. This Agreement constitutes the complete agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations or agreements, either written or oral, and no modification will be binding on Transferor unless acknowledged by it in writing.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which counterparts shall constitute one instrument, and in making proof of this Agreement, it shall never be necessary to produce or account for more than one such counterpart.

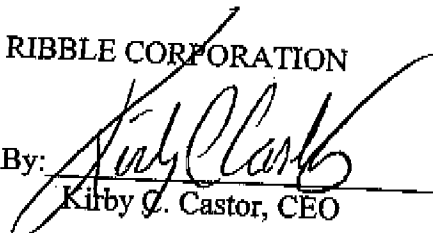
8. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe the meaning or intent of the terms of this Agreement.



IN WITNESS OF, the parties have caused this Agreement to be executed as of the day and year first above written.

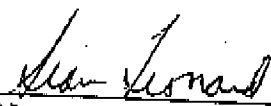
RIBBLE CORPORATION

By:

  
Kirby G. Castor, CEO

FOX RUN HOLDINGS INC.

By:

  
Name: SEAN LEONARD  
Title: VICE PRESIDENT