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06-03-2004



Docket No.:

575-26

Tab settings

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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):
Associated Brands Inc.

- Individual(s)
- General Partnership
- Corporation-State **Province of Ontario, Canada**
- Other

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

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

Name: **Associated Brands Limited Partnership**

Internal Address:

Street Address: **335 Judson Street, Etobicoke**

City: **Ontario, Canada M8Z1B** State: ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership **Province of Ontario, Canada**
- Corporation-State
- 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: **November 15, 2002**

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

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)
2,022,880 2,368,988 2,285,881
2,434,092

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

Name: **Charles R. Hoffmann, Esq.**

Internal Address: **Hoffmann & Baron, LLP**

Street Address: **6900 Jericho Turnpike**

City: **Syosset** State: **NY** ZIP: **11791**

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41):.....\$ **\$115.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2461

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.

A. Thomas Kammer
Name of Person Signing

A. Thomas Kammer
Signature

May 28, 2004
Date

Total number of pages including cover sheet, attachments, and **6**

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002980 FRAME: 0849

OPR/FINANCE
JUN -1 AM 7:38
06/02/2004 EDCOMER 0000033 2022300
40.00 OP
75.00 OP
01 FC:0521
02 FC:0524

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 15th day of November, 2002.

ASSOCIATED BRANDS INC. a corporation amalgamated under the laws of the Province of Ontario.

(the "Vendor")

- and -

ASSOCIATED BRANDS LIMITED PARTNERSHIP, a limited partnership established under the laws of the Province of Ontario.

(the "Assignee")

WHEREAS:

- A. The Vendor (the "Assignor") owns all right, title and interest in, and to the Marks set out in the attached Schedule "A" hereto (collectively the "Marks"), and the goodwill developed through the use of the Marks.
- B. The Assignee desires to acquire all rights to the Marks, the goodwill developed through the use of the Marks, and all causes of action relating to the Marks, including the right to sue for past infringement of the Marks.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

- 1. **Assignment.** The Assignor assigns to the Assignee the entire right, title and interest in and to the Marks, the goodwill developed through the use of the Marks, and all causes of action relating to the Marks, including the right to sue for past infringement of the Marks, the same to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives.
- 2. **Further Assurances.** The Assignor shall, upon the reasonable request of the Assignee, sign such documents and do such things as may be necessary and proper to enable the Assignee to obtain and maintain trade-mark protection with respect to the Marks, including, obtaining and maintaining effective legal and registered title to the Marks or application therefor, all without further consideration but at the sole expense of the Assignee.
- 3. **Governing Law and Submission to Jurisdiction.** The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in accordance with the substantive laws of the Province of Ontario without giving effect to principles of conflicts of law thereunder.

4. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement supersedes all prior agreements, understandings, negotiations and discussions between the parties hereto, (but excluding the terms of the Asset Purchase Agreement executed as of the date hereof, which shall continue in full force and effect).

5. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. **Counterparts.** This Agreement may be executed in one or more counterparts which, together, shall constitute one and the same agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first written above.

ASSOCIATED BRANDS INC.

By:  _____

**ASSOCIATED BRANDS LIMITED
PARTNERSHIP, by its general partner
ASSOCIATED BRANDS GP CORPORATION**

By:  _____

JUN 03 2003 11:47 AM FR 416 863 2653

416 863 2653 TO 94163611998

P.04

SCHEDULE "A"

Associated Brands Inc.
Schedule of Canadian Trade-Marks

REGISTRATION/APPLICATION NO.	TRADE-MARK
1,036,127	Chiffons J & Design
1,036,128	J Cloth & Design
1,012,951	Joies de la Table
TMDA40335	Knox
TMA219,929	Knox Blox
898,430 TMA 552,876	Table Talk
UCA25156	Esquire
UCA25393	Lano. Wite
UCA23283	Lanol
UCA23284	Lanolize
UCA21210	Prairie Maid
TMDA56148	Bekus Puddy & Design
TMA166,982	Box Design
TMA377,810	Cavalier
TMA151,933	Chiffons J
TMA415,744	Chocolate Products Co. Ltd.
TMA288,197	Chocotop
TMA332,998	Concorde
1,131,612	Copper Kettle
TMA373216	Drain Maintain
TMA124,068	Dutch Mill
TMA298,311	Dutch Mill Flavo-ful
TMA161,487	Dutch Mill Minnit-Mix
TMA294,807	Dutch Mill Ven-Blend
TMA436,435	Esquire Chausse-Fraicheur
TMA438,473	Esquire Shoe Fresh
TMA308,920	Fruit-Sips
TMA289,548	Fruittop
TMA291,711	Golden Vend
TMA149,355	J Cloth
TMA507,949	J Cloth Plus
TMA413,580	J Cloth Reusable Towels & Design
TMA413,285	J Cloth Reusable Towels & Design
TMA413,286	J Cloth Reusable Towels & Design
TMA413,287	J Cloth Reusable Towels & Design
UCA28826	Jiffy
TMDA56147	Kofy Sub & Design
TMA368,665	Lano Wax
TMA407,137	Lanol White

11480676.1

TRADEMARK
REEL: 002980 FRAME: 0852

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416 863 2653 TO 94163611398

P.05

TMA366,374	Le Resistant
I,135,261	Like
TMA360,573	Machins Trucs
TMA304,503	Moulin Hollandais
UCA12174	Newport Fluffs
TMA329,422	Practico
TMA353,070	Proseal
TMA208,889	Puff 'N' Crunch
TMA395,715	Rinsa-Tex
TMA214,762	Rite-Vend
TMA133,759	Scuff Kote
TMA106,446	Scuff Kote
TMA158,349	Sno-Top
TMA514,144	Start Right
TMA120,939	Streaks 'N' Tips
TMA353,822	Stronghold
UCA1086Z	Stubby
TMA100,673	Swirl
TMA287,516	Teatop
TMDA23509	Tintex
TMA107,481	Topsy
TMA163,233	Topsy
TMA330,131	Touch of Glitter
TMA379,440	Tough 'N' Tight
TMA154,658	Tropical Punch
TMA366,603	Trucs A Croquer
TMA220,121	Tuffy's Nuts N' Bolts
UCA02440	VI-CO
TMA107,482	VI-CO
TMA348,359	Wavy Line Design
TMA180,224	Wavy-Lines Design
TMA180,225	Wavy-Lines Design
TMDA29426	Whitex Design

Schedule of United States Trade-marks

REGISTRATION/APPLICATION NO.	TRADE-MARK
2022880	Associated Brands
2368988	J Cloth
2285881	J Cloth Plus
2434092	Nelson Table Talk

11480676.1

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Maltby Inc.

REGISTRATION / APPLICATION NO.	TRADE-MARK
NFLD2883	Tip

Northern Plastics Ltd.
Schedule of Canadian Industrial Designs

REGISTRATION NO.
84529

Schedule of Canadian Trade-marks

REGISTRATION/APPLICATION NO.	TRADE-MARK
TMA477,813	Chanex UHMW & Design

31480676.1

** TOTAL PAGE.06 **