

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aladdin Industries, LLC		01/05/2005	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Pacific Market International, LLC
Street Address:	2125 Western Avenue
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98121
Entity Type:	limited liability company: WASHINGTON

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	789526	DURA GARD
Registration Number:	986686	ALADDIN
Registration Number:	1786787	TEMPRESERVE
Registration Number:	1972715	POUR-THRU
Registration Number:	1985208	POP TOP
Registration Number:	2237408	ALADDIN MAGICHEAT
Registration Number:	2250134	MAGICHEAT
Registration Number:	2251742	ALADDIN MICROMAGIC
Registration Number:	2395629	ALADDIN OUTDOORS
Registration Number:	2435956	ALADDIN OUTDOORS
Registration Number:	501130	ALADDIN
Registration Number:	765290	ALADDIN

CORRESPONDENCE DATA

OP \$315.00 789526

Fax Number: (615)244-6804
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 615-850-8741
Email: rfelber@wallerlaw.com
Correspondent Name: Robert P. Felber, Jr.
Address Line 1: 511 Union Street
Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37219

NAME OF SUBMITTER:	ROBERT P. FELBER, JR.
Signature:	/ROBERT P. FELBER, JR./
Date:	02/08/2005

Total Attachments: 7
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TRADEMARK ASSIGNMENT

This Assignment is effective as of 5th day of January, 2005, between Aladdin Industries, LLC, a Delaware limited liability company having its principal place of business at 703 Murfreesboro Road, Nashville, Tennessee 37210 (hereinafter "ASSIGNOR"), and Pacific Market International, LLC, a Washington limited liability company and doing business at 2125 Western Avenue, Seattle, Washington 98121 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks and the corresponding registrations and applications listed in Schedule A to this Assignment;

WHEREAS, ASSIGNOR is the owner of the trademarks and the corresponding registrations and applications listed in Schedule B to this Assignment, which are currently the subject of such license agreement dated the 25th of August, 1998 by and between ASSIGNOR, as successor in interest to Aladdin Industries, Inc., and Aladdin Temp-Rite LLC, Berisford Nederland B.V., and Berisford Industrial Holdings Limited ("ATR License Agreement"); and

WHEREAS, ASSIGNEE, is desirous of acquiring said trademarks and corresponding registrations and applications listed in Schedule A and Schedule B.

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, said ASSIGNOR does hereby sell, assign and transfer to said ASSIGNEE (i) all right, title and interest in and to the said trademarks and the corresponding registrations and applications listed in Schedule A and Schedule B, (ii) together with the good will of the business symbolized by said trademarks and the corresponding registrations and applications listed in Schedule A and Schedule B, (iii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action in law or in equity for past, present or future infringement of said marks listed in Schedule A and Schedule B, (iv)

all of rights under the ATR License Agreement with respect to the trademarks and corresponding registrations and applications listed on Schedule B, and (v) and to all rights corresponding to the foregoing throughout the world;

ASSIGNEE acknowledges that, with respect to the trademarks and corresponding registrations and applications listed in Schedule B, the rights transferred to ASSIGNEE hereunder are subject to the rights granted under the ATR License Agreements, and ASSIGNEE agrees to assume from ASSIGNOR duties, obligations and responsibilities (i) concerning quality control and (ii) to register, record, maintain, renew and defend the trademark registrations, identified in the ATR License Agreement with respect to the trademarks and the corresponding registrations and applications listed in Schedule B.

ASSIGNOR shall execute and deliver to ASSIGNEE, at ASSIGNEE's expense, such other instruments of transfer and to do all such other acts and things as shall be reasonably necessary or appropriate to vest in ASSIGNEE title to the trademarks and the corresponding registrations and applications listed in Schedule A and Schedule B in the U.S. or any foreign jurisdiction, to allow ASSIGNEE to record, at ASSIGNEE'S expense, such transfer with the appropriate governmental agencies, to secure and preserve ASSIGNEE's rights hereunder, or to enforce, defend or confirm ASSIGNEE's right to exploit those rights, and to comply with the purposes and intent of this Assignment.

This Assignment executed at Dallas, Texas on the Date first written above.

ALADDIN INDUSTRIES, LLC

By: 

Name: Frederick R. Mayor

Title: Chairman

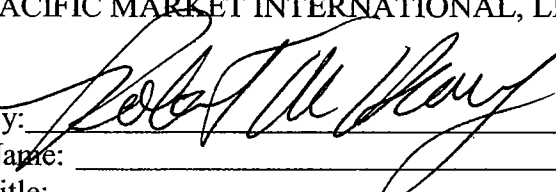
STATE OF Texas §
COUNTY OF Dallas §
§

On this 5th day of January, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Frederick R. Meyer, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.



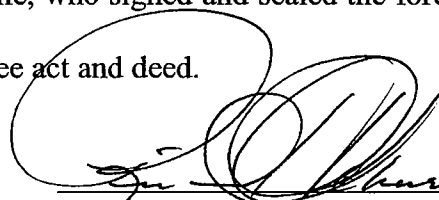
Dorothy A. Arellano
Notary Public

PACIFIC MARKET INTERNATIONAL, LLC

By: 
Name: _____
Title: _____

STATE OF WASHINGTON §
 §
COUNTY OF KING §

On this 5th day of JANUARY, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert M. Harris JR, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.



Notary Public

SCHEDULE A

TRANSFER

<u>Country</u>	<u>Mark</u>	<u>App. No./Reg. No.</u>
African Union	Aladdin	40658
Algeria	Aladdin	49265
Austria	Aladdin	44274
Benelux	Aladdin	15247
Benelux	Pump-A-Drink	351476
Bulgaria	Aladdin	8080
Canada	Pump-A-Drink	TMA244555
Canada	Explorer	TMA448459
Canada	Tempreserve	TMA461034
Cyprus	Aladdin	9781
Egypt	Aladdin	App. 122393
Finland	Aladdin	45290
France	Pump-A-Drink	1446283
France	Aladdin	1306255
France	Tempreserve	95576892
Germany	Aladdin	752179
Germany	Aladdin	DD637945
Germany	Tempreserve	395205565
Gibraltar	Aladdin	2454
Indonesia	Aladdin	337910
Iran	Aladdin	7836
Ireland	Aladdin Pump-A-Drink	95734
Israel	Aladdin	22570
Italy	Aladdin	380124
Italy	Tempreserve	717494
Japan	Aladdin	4067309
Jordan	Aladdin	5292
Kenya	Aladdin	11361
Lebanon	Aladdin	59460
Liberia	Aladdin	2393/834
Malawi	Aladdin	866/62
Malta	Aladdin	8653
Morocco	Aladdin	37347
Nigeria	Aladdin Pump-A-Drink	35481
Norway	Aladdin	63826
Norway	Aladdin Pump-A-Drink	108765
Philippines	Aladdin	62956
Philippines	Aladdin	61332
Russian Federation	Aladdin	72832

<u>Country</u>	<u>Mark</u>	<u>App. No./Reg. No.</u>
Seychelles	Aladdin	848
Singapore	Aladdin	40586
Slovenia	Aladdin	Z7080994
Spain	Aladdin	807054
Spain	Pump-A-Drink	2221760
Spain	Tempreserve	1971163
Taiwan	Aladdin	886298
Taiwan	Aladdin	886345
Tangier	Aladdin	6382
Thailand	Aladdin	231882/Kor4136
Tunisia	Aladdin	EE990064
Uganda	Aladdin	9196
United Kingdom	Aladdin Pump-A-Drink	1089702
United Kingdom	Aladdin Pump-A-Jug	1089703
United Kingdom	Tempreserve	2022755
United Kingdom	Executive	1544165
United Kingdom	lamp design	842906
United States	Dura Gard	789526
United States	Aladdin	986686
United States	Tempreserve	1786787
United States	Pour-Thru	1972715
United States	Pop Top	1985208
United States	Aladdin Magicheat	2237408
United States	Magicheat	2250134
United States	Aladdin Micromagic	2251742
United States	Aladdin Outdoors	2395629
United States	Aladdin Outdoors	2435956
Zambia	Aladdin	866/62
Zanzibar	Aladdin	211/66

SCHEDULE B**TRANSFER SUBJECT TO LICENSE**

<u>Country</u>	<u>Mark</u>	<u>App. No/Reg. No.</u>
Bahamas	Aladdin	7831
Canada	Aladdin	UCA020809
China (PRC)	Aladdin	719136
Czech Republic	Aladdin	174515
Hong Kong	Aladdin	669/64
Hong Kong	Aladdin	11041/99/99
Hungary	Aladdin	113927
Japan	Aladdin	599247
Japan	Aladdin	630993
Japan	Aladdin	1727589
Kuwait	Aladdin	13112
Poland	Aladdin	49924
South Africa	Aladdin	45/802
Switzerland	Aladdin	P306955
United Kingdom	Aladdin	410622
United Kingdom	Aladdin	824180
United States	Aladdin	501130
United States	Aladdin	765290