# OP \$165.00 219023

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release and Reassignment of Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Harris Trust and Savings Bank		02/18/2004	CORPORATION: ILLINOIS

#### **RECEIVING PARTY DATA**

Name:	The Work Well Company
Street Address:	861 Taylor Road
City:	Gahanna
State/Country:	ОНЮ
Postal Code:	43230
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2190231	WORK SAFE
Registration Number:	2149718	
Registration Number:	2195348	CLEAN HAND
Serial Number:	75562079	ww
Serial Number:	75562054	WORK CLEAN
Serial Number:	75562081	WORK CLEAN

#### **CORRESPONDENCE DATA**

Fax Number: (770)522-9763

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7705229762

Email: technoprop@technoprop.com
Correspondent Name: TECHNOPROP COLTON LLC

Address Line 1: PO Box 567685

Address Line 4: Atlanta, GEORGIA 311567685

NAME OF SUBMITTER: Laurence P. Colton

TRADEMARK

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Signature:	/lpcolton/
Date:	03/01/2005
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TRADEMARK REEL: 003036 FRAME: 0494

#### RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated February 18, 2004 by Harris Trust and Savings Bank as hereinafter described;

#### WITNESSETH:

- A. Harris Trust and Savings Bank, an Illinois banking corporation, with a mailing address at 111 West Monroe Street, Chicago, Illinois 60603 ("Harris"), acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "Agent"), and The Work Well Company, a Delaware corporation (the "Pledgor") with its principal place of business and mailing address at 861 Taylor Road, Gahanna, Ohio 43230, are parties to a certain Trademark Collateral Security Agreement dated March 9, 1999, which was recorded in the United States Patent and Trademark Office on March 17, 1999, at Reel 1872, Frame 0866 (the "Trademark Agreement"), pursuant to which, among other things, the Pledgor granted a security interest in and collateral assignment of its trademarks and trademark applications listed on Schedule A attached hereto and certain other property described therein (collectively, the "Trademarks") as security for the indebtedness, obligations and liabilities owing by the Pledgor to the Agent under that certain Security Agreement Re: Intellectual Property dated as of March 9, 1999 by and among the Pledgor and the Agent (herein, the "Security Agreement"). All such indebtedness, obligations, and liabilities owing by the Pledgor to the Agent under the Security Agreement and any of the other instruments and documents delivered pursuant thereto being referred to herein as the "Obligations".
- B. The Pledgor has satisfied the Obligations and has requested that the Agent release its security interests in the Trademarks and reassign the same to the Pledgor.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Agent hereby releases its security interests in and collateral assignment of, and reassign, grant and convey to the Pledgor, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to:

- (i) Each trademark and each trademark application listed on Schedule A attached hereto and made a part hereof, including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, proceeds of infringement suits), the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and
- (ii) The goodwill of the business to which each of the trademarks and trademark applications relates.

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IN WITNESS WHEREOF, the Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, AS AGENT

Name Picuson P. Sylving

Title MANAGING DIRECTOR

STATE OF ILLINOIS	)	
	)	SS
COUNTY OF COOK	)	

I, Jaroslawa Pylypowycz, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard P. Shuma, Managing Director of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of February, 2004.

(NOTARIAL SEAL)

My Commission Expires:

Gren dali Lea Jaroslava pylene wycz Motary pullaceta poce blimo:

MY COMMISSION BAP DECT 8,3003

Notary Public

Jaroslawa Pylypowycz

(Type or Print Name)

REEL: 003036 FRAME: 0497

# SCHEDULE Å TO TRADEMARK COLLATERAL AGREEMENT

## REGISTERED U.S. TRADEMARKS

REGISTERED U.S.  TRADEMARKS	REGISTRATION NO.	<u>Date</u>
Work Safe	2,190,231	09/22/98
Fanciful Design for Glove	2,149,718	04/07/98
Clean Hand	2,195,348	10/13/98

### TRADEMARK APPLICATIONS

MARK/TITLE	APPLICATION NO.	<u>Date</u>
WW (Stylized Letters)	75/562,079	09/30/98
Work Clean	75/562,054	09/30/98
Work Clean and Design	75/562,081	09/30/98

TRADEMARK REEL: 003036 FRAME: 0498

**RECORDED: 03/01/2005**