

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
Jacobson Products Company, Inc.		02/23/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Universal Sewing Supply, Inc.		
Street Address:	1011 East Park Industrial Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63130		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1996801	IRON-SAFE	
Registration Number:	1993151	MAGIC	
Registration Number:	2358938	SAPPORO	
CORRESPONDENCE DATA			
Fax Number:	(314)231-4342		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ustrademarks@senniger.com		
Correspondent Name:	Lindsay E. Cohen, Paul I. J. Fleischut		
Address Line 1:	One Metropolitan Square, 16th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Lindsay E. Cohen		
Signature:	/lec/		
Date:	04/20/2005		

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TRADEMARK
REEL: 003069 FRAME: 0953

Total Attachments: 3
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Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made this 23 day of February, 2005, by JACOBSON PRODUCTS COMPANY, INC., a California corporation ("Assignor"), to UNIVERSAL SEWING SUPPLY, INC., a Missouri corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated December 16, 2004 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including certain of the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under certain of Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on **Schedule A** annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

JACOBSON PRODUCTS COMPANY, INC., a
California corporation

By:

Name: Sidney Jacobson

Title: President

[SEAL]

State of California)

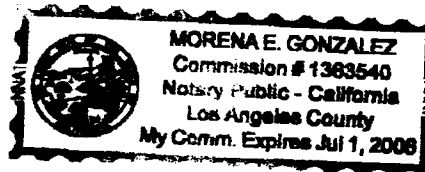
County of Los Angeles)

ss.:

On this 23 day of February, 2005, before me, Morena E. Gonzalez, personally appeared Sidney Jacobson, of Jacobson Products Company, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Morena E. Gonzalez
Notary Public



SCHEDULE A

This is only a partial listing and shall be completed prior to or at Closing to include any and all other Marks used by Jacobson Products Company, Inc., in reference to the Assets being sold.

Registered Servicemarks and Trademarks

IRON-SAFE	U.S. Trademark Reg. No. 1,996,801
MAGIC	U.S. Trademark Reg. No. 1,993,151
MAGIC	China Trademark Filing No. 3159025
SAPPORO	U.S. Trademark No. 2,358,938

Unregistered Servicemarks and Trademarks

Unregistered Trade Names

Trademark License Agreement between E.I. Dupont De Nemours and Company and Jacobson Products, Inc., for the use of the trademark "TEFLON".

"Jacobson" and "Jacobson Products" as used by Jacobson in reference to its products.

"Sapporo" – as used by Jacobson in reference to its products.

"Magic Ironing Shoe Magician" – See attached graphics.

"Laser Cloth" - as used by Jacobson in reference to its products.