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02-08-2005

PARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

RECORDAT
TRAD



102936244

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
St. Charles Acquisition Limited Partnership

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Citizenship (see guidelines) Delaware

Execution Date(s) April 29, 1999

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

St. Charles Manufacturing

Name: Company, Inc.

Internal Address: _____

Street Address: 520 Kane Street

City: Scranton

State: Pennsylvania

Country: United States Zip: 18505

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship Delaware

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1093131

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ST. CHARLES

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

Name: Robert R. Strack, Esq.

Internal Address: _____

Street Address: 410 Jericho Turnpike, Suite 220

City: Jericho

State: NY Zip: 11753

Phone Number: (516) 938-1633

Fax Number: (516) 942-3758

Email Address: rrstracklaw@optonline.net

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Robert R. Strack JAN 31, 2005
Signature Date

ROBERT R. STRACK
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 003116 FRAME: 0951

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is executed this 26 day of April, 1999, by and between St., Charles Acquisition Limited Partnership, a Delaware limited partnership with an office at 397 Little Neck Road, Suite 106, Virginia Beach, Virginia 23452 ("Assignor") and St Charles Manufacturing Company, Inc. a Delaware corporation, having a principle place of business at 520 Kane Street, Scranton, Pennsylvania ("Assignee").

WITNESSETH:

WHEREAS, Assignor owned the Trade name and common law trademark ST. CHARLES, and the good will of its business associated therewith (collectively, the "Mark");

WHEREAS, Assignor granted, conveyed and assigned to Heritage Custom Kitchens ("Heritage"), all right title and interest in and to the Mark as used to identify cabinet assemblies and related accessories for installation in residences, restaurants, businesses and schools for nonscientific and non-laboratory use (the "Residential Products"), along with all right, title and interest in and to amended U.S. Trademark Registration No. 758,839;

WHEREAS, Assignor owns all right, title and interest to the Mark in the United States and throughout the world as used connection with the promotion, advertisement and sale of services and products including cabinets and fume hoods solely for laboratory and scientific use (the "Institutional Products") and in connection with the design, manufacture, promotion, advertising, sale and installation of the Institutional Products, along with all right, title and interest in and to amended U.S. Trademark Registration No. 1,093,131;

WHEREAS, Assignee desires to obtain from Assignor and Assignor desires to assign to Assignee all right title and interest in and to the Mark in the United States and throughout the world as used connection with the promotion, advertisement and sale of services and Institutional Products and in connection with the design, manufacture, promotion, advertising, sale and installation of the Institutional Products ("Institutional Use"), along with all right, title and interest in and to amended U.S. Trademark Registration No. 1,093,131;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby grants, conveys and assigns to Assignee all right title and interest in and to the "St. Charles" trade name, trademarks, service mark and goodwill relating thereto, for Institutional Use. Assignor further assigns to Assignee all right, title and interest in and to the amended United States Registered Trademark No. 1,093,131.

2. Acknowledgement of Non-infringement. Assignor and Assignee acknowledge and agree that the Residential Products and Institutional Products are different in nature, expensive, sold to different and knowledgeable customers through different channels of trade such that mutual use of the Mark to identify the Residential Products and Institutional Products, as reflected in the U.S. Registrations 758,839 and 1,093,131, as currently amended, will not result in a likelihood of confusion for as long as the terms and conditions of this Agreement are honored. In the unlikely event any confusion should occur, the parties agree to cooperate in taking steps to eliminate all such confusion.

3. Assignor's Representations and Warranties. The Assignor covenants and warrants:

- a. The Mark has not been abandoned and that amended U.S. Registration 1,093,131 has not be adjudged invalid or unenforceable, in whole or in part, in the United States of America or the respective States thereof;
- b. The Mark is valid and enforceable in the United States and the respective states thereof against all persons or entities, and that Assignor is aware of no other persons or entities claiming rights, superior or otherwise, to the Mark, subject solely to:
 - 1) any common law rights held by EAC, Inc. to use the mark "Geneva by St. Charles" and that it has confirmed in writing with EAC that EAC claims no right, title or interest in the Mark other than used as a part of the mark "Geneva by St. Charles";
 - 2) the rights held by Heritage under the Trademark Assignment Agreement of December 31, 1996, for use of the Mark for Residential Products, and that it has confirmed in writing with Heritage that Heritage claims no right, title or interest in the Mark for Institutional Products, and/or such products, services or goods as set forth in U. S. Registration 1,093,131, as currently amended;

3) the rights of Atlantic Medical Equipment Distribution Co. Inc. (Atlantic Medco), under an Agreement dated November 11, 1996, by and among Assignor, Atlantic Medco, and Paul Hoffmann.

- c. It is not in default under the Trademark Assignment Agreement with HERITAGE dated December 31, 1996, and has fulfilled all relevant and required conditions thereof, specifically, though not limited, to those which may affect this current Agreement;
- d. Except as specifically noted in Section 3. b) hereinabove, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Mark, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, security interests of any kind, including, without limitation, licenses, and covenants by the Assignor not to sue third parties;
- e. The Assignor has made and will make all necessary filings and recordations to protect and maintain its interest in the Mark, including, without limitation, all necessary filings and recordations in the Patent and Trademark Office;
- f. The Assignor has the unqualified right, power and authority to execute, deliver and perform this Agreement;
- g. Assignor will not enter into any agreement or take any action which is inconsistent with the Assignor's obligations under this Agreement;
- h. Assignor will not use the Mark in connection with the promotion, advertisement and sale of Institutional Products, or and in connection with the design, manufacture, promotion, advertising, sale and installation of Institutional Products.

4. Indemnification. For one (1) year after execution of this Agreement each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnitee") from and against all costs, damages, claims (threatened or actual) and expenses (including, without limitation, reasonable attorneys fees) which may arise or derive in any way from the Indemnifying Party's breach of any of its duties, obligations, representations or warranties under this Agreement or for any action lying in tort, contract or otherwise solely related to the Indemnifying Party's products. The

Indemnitee shall give the Indemnifying Party prompt written notice of any such claim or suit, and the Indemnifying Party shall have the right to control the defense thereof; provided, however, that the Indemnifying Party shall be required to obtain the consent of the Indemnitee, to any settlement of such claims or suit which would have more than a de minimus effect on the Indemnitee's business or reputation, which consent Indemnitee shall not unreasonably withhold. For purposes of this paragraph, "Indemnitee" shall include the Indemnitee's officers, directors, employees, general partners and limited partners and its parent, subsidiaries and affiliates. The provisions of this Section shall survive any termination or expiration of this Agreement, but not beyond one (1) year from the execution hereof.

5. Third Party Infringement. In the event any third party violates Assignor's or Assignee's right, title and interest in and to said Mark, for one (1) year after execution of this Agreement, each party shall cooperate fully with the other party to terminate such violations., Each party shall be responsible for its own fees and costs incurred in prosecuting such actions.

6. Breach of Agreement.

- a. In the event that Assignor fails to comply with the terms of this Agreement or breaches the representations or warranties contained herein, Assignee shall notify Assignor in writing of such failure and Assignor shall have thirty (30) days after the date of its receipt of such notice within which to cure its failure. If such failure is not cured during said thirty (30) day period, Assignee may, at its option, sue to enjoin such failure, sue for damages resulting from such failure, terminate this Agreement with no further obligation, and/or exercise all such remedies. The termination of the Agreement shall not affect the accrued rights of the Assignee. The provisions of this Section are in addition to and not in limitation of those rights and duties provided elsewhere in this Agreement and by law.
- b. In the event that Assignee fails to comply with the terms of this Agreement or breaches the representations or warranties contained herein, Assignor shall notify Assignee in writing of such failure and Assignee shall have thirty (30) days after the date of its receipt of such notice within which to cure its failure. If such failure is not cured during said thirty (30) day period, Assignor may, at its option, sue to enjoin such failure, sue for damages resulting from such failure, terminate this Agreement with no further obligation, and/or exercise all such remedies. The termination of

the Agreement shall not affect the accrued rights of the Assignor. The provisions of this Section are in addition to and not in limitation of those rights and duties provided elsewhere in this Agreement and by law.

7. Successors and Assigns. Except as provided to the contrary herein, all the provisions hereof shall bind and inure to the benefit of the parties hereof and their successors and assigns.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with New York law without regard to its rules of conflicts of law.

9. Notices. Any notice or communication required or permitted under this Agreement shall be personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid, addressed as follows:

To Assignor:

Mr. John Malaspina
The St. Charles Companies
397 Little Neck Road
The 3400 Building, Suite 106
Virginia Beach, VA 23452

With copy to:

Jeffrey T. Talbert, Esq.
Shuttleworth, Ruloff & Giordano, P.C.
4525 South Boulevard, Suite 300
Virginia Beach, VA 23452

To Assignee:

St. Charles Manufacturing Company
520 Kane Street
Scranton, Pennsylvania

With copy to:

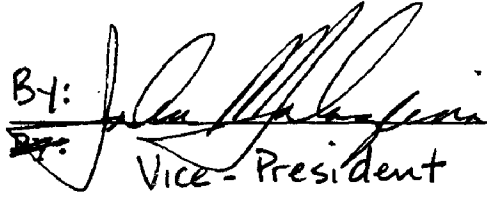
Robert R. Strack, Esq.
419 Jericho Turnpike, Suite 220
Jericho, NY 11753

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement and caused their corporate seals to be affixed, on the date written.

Assignor:

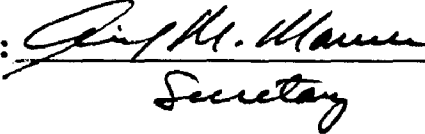
St. Charles Acquisition Limited Partnership

By: Maurer & Ross, Inc., its general partner

By: 

Vice-President

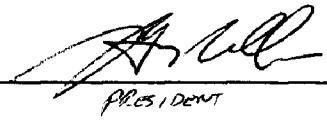
Date: April 26, 1999

Attest: 

Secretary

Assignee:

St. Charles Manufacturing Company

By: 

PRESIDENT

Date: April 29, 1999

Attest: _____