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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Credit Managers Association of CA

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Town & Country Linen Corporation

Internal Address: 475 Oberlin Avenue South

Street Address:

City: Lakewood State: NJ Zip: 08701

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State New York
Other

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 8/5/04

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

A. Trademark Application No.(s) 76/459,765

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Robert L. Handler

Internal Address: Ezra Brutzkus Gubner, LLP

Street Address: First Financial Plaza
16830 Ventura Boulevard, Suite 310

City: Encino State: CA Zip: 91436

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Robert L. Handler
Name of Person Signing

Signature

2/23/05
Date

Total number of pages including cover sheet, attachments, and document: 5

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003130 FRAME: 0819

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT effective as of this 23rd day of August, 2004, between Credit Mangers Association of California, doing business as CMA Business Credit Services, a corporation existing and organized under the laws of the State of California, in its sole and limited capacity as assignee for benefit of the creditors of Cecil Saydah Company (hereinafter "CMA"), and Town and Country Linen Corporation, a corporation existing and organized under the laws of the State of New York (hereinafter "T&C").

WHEREAS, the predecessor in interest to CMA has adopted, used and is using a mark and applied for registration of the same in the United States Patent and Trademark Office, as identified in Schedule A hereto;

WHEREAS, Saydah, by resolution of its Board of Directors, made an assignment for the benefit of creditors under California law in favor of CMA, in its sole and limited capacity as assignee for the benefit of creditors of Saydah (the "General Assignment"). Pursuant to the General Assignment, Saydah has transferred ownership of all of its right, title and interest in and to its tangible and intangible assets (the "Assets") to CMA, and in so doing, has also designated CMA to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Saydah.

WHEREAS, CMA is the owner of all right, title and interest in and to said mark and registration;

WHEREAS, T&C is desirous of obtaining all right, title and interest in and to said mark and registration;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

CMA hereby conveys, assigns and transfers unto T&C its entire right, title and interest in and to the mark identified in Schedule A hereto (the "Mark"), and the United States Trademark Application therefor identified in Schedule A hereto (the "Application"), together with that portion of the business associated with, and the goodwill of the business symbolized by, the Mark and the Application.

Upon T&C's request, CMA will execute and deliver all further instruments of conveyance, assignment and transfer and take all other action that T&C reasonably may require to more effectively convey and transfer to T&C the Mark and the Application, including but not limited to any and all documents which may be required by the United States Trademark Office to perfect the conveyance, assignment and transfer of the Mark and Application to T&C.

This Trademark Assignment Agreement shall inure to the benefit of T&C and its successors and assigns and shall be binding upon CMA and his heirs, legal representatives and assigns. If any provision hereof shall be finally determined to be invalid or unenforceable, such provision shall be deemed to be stricken from this Assignment and the remainder hereof shall remain in full force and effect.


(Signatures on Next Page)

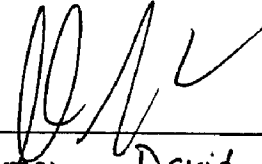
ASSIGNOR:

ASSIGNEE:

Credit Managers Association of California
doing business as CMA Business Credit
Services, in its sole and limited capacity as
Assignee for the Benefit of Creditors of
Cecil Saydah Company

Town & Country Linen Corporation

By: 
Name: ROBERT J. HODER, SECRETARY
Title: _____
Date: 1/10/05

By: 
Name: David J. Beyda
Title: Chairman
Date: 2-7-05