

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
The CartCraft Company		08/05/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Country Home Products, Inc.		
Street Address:	Meigs Road, P.O. Box 25		
City:	Vergennes		
State/Country:	VERMONT		
Postal Code:	05491		
Entity Type:	CORPORATION: VERMONT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2890345	LUV CART	
Registration Number:	2887826	CARTCRAFT	
CORRESPONDENCE DATA			
Fax Number:	(802)862-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Downs Rachlin Martin PLLC, Peter Kunin		
Address Line 1:	199 Main Street, P.O. Box 190		
Address Line 4:	Burlington, VERMONT 05402-0190		
NAME OF SUBMITTER:	Peter Kunin		
Signature:	/Peter Kunin/		
Date:	08/09/2005		

OP \$65.00 2890345

Total Attachments: 3

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of August 5, 2005 (the "Effective Date") between The CartCraft Company, a Delaware corporation, with its principal place of business in North Kingstown, Rhode Island ("Assignor"), and Country Home Products, Inc., a Vermont corporation with its principal place of business in Vergennes, Vermont ("Assignee").

WHEREAS, pursuant to a certain Asset Purchase Agreement dated August 5, 2005, between Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to assign to Assignee its entire right, title and interest in and to the trademarks and trademark registrations set forth below (collectively, the "Marks"), and the goodwill of the business associated with the Marks;

<u>U.S. Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
2,890,345	LUV CART	September 28, 2004
2,887,826	CARTCRAFT	September 21, 2004

NOW THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee its entire right, title and interest in and to the Marks together with the goodwill of the business associated with the Marks, include all registrations and applications therefor, as well as all renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all income, royalties,

damages or payments due or payable as of the Effective Date or thereafter including, without limitation, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to register trademarks, to record Assignee as the assignee and owner of the Marks.

Assignor hereby represents and warrants that the Marks are free and clear of any liens and encumbrances and that the Assignor has not executed and will not execute any agreement of other instrument in conflict herewith.

Assignor hereby covenants and agrees that it shall cease and refrain from all use of the Marks in all countries of the World as of the Effective Date

In testimony whereof, the undersigned has caused this Assignment to be signed by a duly authorized officer thereof this 5 day of AUGUST, 2005

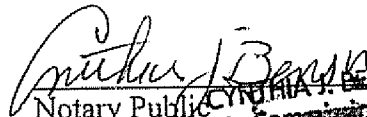
THE CARTCRAFT COMPANY

By: Brian P. O'Farrell
Name: BRIAN P O'FARRELL
Title: PRESIDENT & CEO
Date: 8/5/05

State of VT:

County of Washington

On this 5th day of August, 2005, personally appeared Brian P. Farrell,
me personally known and known to me to be the person described in and who executed the
foregoing instrument, and he acknowledged to me that he executed the same of his own
free act and deed


CYNTHIA S. BENSON, Notary Public
Notary Public
My Commission Expires 2/5/06

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