

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sandholm Company		12/01/2005	CORPORATION: OREGON

**RECEIVING PARTY DATA**

Name:	Panline USA, Inc.
Also Known As:	AKA Alex-Panline USA, Inc.
Street Address:	251 Union Street
City:	Northvale
State/Country:	NEW JERSEY
Postal Code:	07647
Entity Type:	CORPORATION: NEW JERSEY

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1577935	ALPHABATH
Registration Number:	1559130	TUB JOY

**CORRESPONDENCE DATA**

Fax Number: (516)802-7008  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 516-802-7007  
 Email: lstopol@levystopol.com  
 Correspondent Name: Larry N. Stopol, Esq.  
 Address Line 1: 1425 Reckson Plaza  
 Address Line 4: Uniondale, NEW YORK 11556-1425

NAME OF SUBMITTER:	Larry N. Stopol
Signature:	/larry n. stopol/

CH \$65.00 1577935

Date:

12/02/2005

**Total Attachments: 17**

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## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is effective on the 1<sup>st</sup> day of December, 2005, by and between SANDHOLM COMPANY, an Oregon corporation ("Assignor") and ALEX-PANLINE USA, INC., a New Jersey corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement of even date herewith by and among Assignee and Assignor, Assignee agreed to purchase substantially all of the assets of Assignee (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest, if any, in and to trademarks listed on Exhibit A attached (the "Trademarks");

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignor hereby irrevocably assigns and transfers to Assignee and Assignee hereby accepts and assumes all of Assignor's right, title and interest, if any, in and to the Trademarks listed on Exhibit A, together with the goodwill associated therewith and symbolized thereby, and may registrations thereof and applications therefor, if there may be any.

2. Assignee agrees not to assert any claim against Assignor, any of its affiliates, or any of their respective directors, officers, employees, attorneys and agents, on any theory of liability, for direct, indirect, special, consequential or punitive damages arising out of or relating to any of the transactions contemplated hereby.

3. Assignee has the full and unrestricted legal right, power, authority and capacity to enter into this Assignment, and to consummate the transactions contemplated hereby. This Assignment, when executed, will constitute the legal, valid and binding obligation of Assignee.

4. Assignor hereby authorizes and requests the officials of the U.S. Patent and Trademark Office, at Assignee's expense, to record Assignee as the owner of and/or to issue in accordance with this instrument all registrations of the Trademarks and all applications for any of the same, which are assigned to Assignee by this instrument.

5. The covenants and undertakings contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and are for the sole benefit of the parties hereto and their respective successors and permitted assigns. Such covenants and undertakings shall not be construed as conferring and are not intended to confer any rights or benefits on any other person.

6. This Assignment embodies the entire agreement and understanding of the parties hereto with respect to the subject matters hereof and supersedes any prior agreement and understanding between and among the parties.

7. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. This Assignment may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

9. This Assignment shall be governed by the laws of the State of New Jersey without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ALEX-PANLINE USA, INC.

By: 

Name: Richard Andur

Title: President

SANDHOLM COMPANY

By: \_\_\_\_\_

Name: Carol Holm

Title: President

TRADEMARK

REEL: 003203 FRAME: 0256

6. This Assignment embodies the entire agreement and understanding of the parties hereto with respect to the subject matters hereof and supersedes any prior agreement and understanding between and among the parties.

7. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. This Assignment may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

9. This Assignment shall be governed by the laws of the State of New Jersey without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ALEX-PANLINE USA, INC.

By: \_\_\_\_\_  
Name:  
Title:

SANDHOLM COMPANY

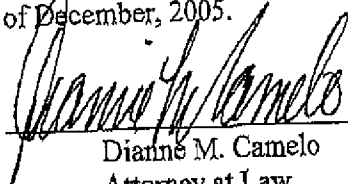
By: Carol Holm  
Name: Carol Holm  
Title: President

ACKNOWLEDGEMENT

STATE OF NEW JERSEY    )  
                                  : ss.:  
COUNTY OF BERGEN     )

RICHARD AMDUR, being duly sworn, says that he/she is the President of Alex-Panline USA, Inc., a New Jersey Corporation, and acknowledges that he/she did sign the ~~Intellectual Property Trademark~~ Assignment and Assumption Agreement on behalf of Alex-Panline USA, Inc. pursuant to due authority.

Sworn to and subscribed  
before me this 1st day  
of December, 2005.



\_\_\_\_\_  
Dianne M. Camelo  
Attorney at Law  
State of New Jersey



Exhibit A

U.S. Trademarks

Mark	Original Registration Date-Status	Owner of Record	Registration No.
ALPHABATH	Registered 01/16/1990	Sandholm Company	1,577,935
TUB JOY & Design	Registered 10/03/1989	Sandholm Company	1,559,130



## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is effective on the 1<sup>st</sup> day of December, 2005 by and between SANDHOLM COMPANY, an Oregon corporation ("Assignor"), and ALEX-PANLINE USA, INC., a New Jersey corporation ("Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement of even date herewith by and among Assignor and Assignee ("Purchase Agreement"), Assignee has agreed to purchase substantially all of the assets of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below) that are Purchased Assets (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Intellectual Property" means Patents, Trademarks, and Copyrights.

"Trademarks" means all United States and foreign registered trademarks and service marks, all trademark and service mark applications, unregistered trademarks and service marks owned by Assignor, including, without limitation, the trademarks and service marks, set forth on Exhibit A.

"Patents" mean all letters patent and pending applications for patents of the United States and all countries foreign thereto owned by Assignor, including regional patents, certificates of invention and utility models, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto that have been conceived and reduced to practice as of the date of this Assignment, and all reissues, divisions, continuations and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit B.

"Copyrights" means all United States and foreign registered copyrights, copyright applications, and unregistered copyrights owned by Assignor, including, without limitation, the registrations and applications set forth on Exhibit C.

## TRADEMARKS

1. Assignor hereby irrevocably sells, assigns and transfers to Assignee all of Assignor's right, title and interest, if any, in and to the Trademarks, together with the goodwill of the business that is symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Trademarks to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation which may constitute a Retained Liability (as defined in the Purchase Agreement).

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

## PATENTS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

5. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Patents to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation which may constitute an Retained Liability (as defined in the Purchase Agreement).

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

## COPYRIGHTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

8. Assignee hereby accepts the foregoing assignment but shall only assume all liabilities, debts and obligations associated with the Copyrights to the limited extent set forth in the Purchase Agreement; provided, however, that Assignee does not agree to assume any liability, debt, or obligation which may constitute a Retained Liability (as defined in the Purchase Agreement).

9. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

## GENERAL

10. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

11. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

12. Governing Law. This Assignment shall be governed by and construed under the laws of the State of New Jersey, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

13. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

14. Notices. All notices that are required or may be given pursuant to the terms of this Assignment shall be in writing and shall be sent by registered or certified mail, postage prepaid or sent by overnight courier addressed to the party to be notified at the respective addresses set forth below, or to such other address as may be furnished in writing to the notifying party:

If to Assignee, to:

Alex-Panline USA, Inc.

Attention: Rick Amdur  
Fax No.: 201-750-8030  
Telephone No.: 201-750-8010

with copies to:

Larry N. Stopol, Esq.  
Levy, Stopol & Camelo, LLP  
1425 Reckson Plaza  
Uniondale, NY 11556-1425

If to Assignor:

Sandholm Company

Attention: Carol Holm  
Fax No.:  
Telephone No.:

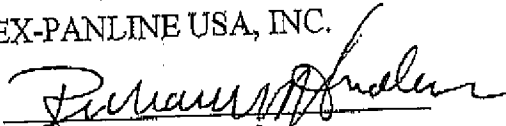
with copies to:

15. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be  
duly executed on the day and year first above written above.

ALEX-PANLINE USA, INC.

By:   
Name: Richard Amdur  
Title: President

SANDHOLM COMPANY

By: \_\_\_\_\_  
Name: Carol Holm  
Title: President

TRADEMARK

REEL: 003203 FRAME: 0265

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written above.

ALEX-PANLINE USA, INC.

By: \_\_\_\_\_  
Name:  
Title:

SANDHOLM COMPANY

By: Carol Holm  
Name: Carol Holm  
Title: President

TRADEMARK

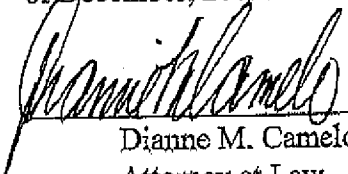
REEL: 003203 FRAME: 0266

ACKNOWLEDGEMENT

STATE OF NEW JERSEY    )  
  : ss.:  
COUNTY OF BERGEN     )

RICHARD AMDUR, being duly sworn, says that he/she is the President of Alex-Panline USA, Inc., a New Jersey Corporation, and acknowledges that he/she did sign the Intellectual Property Assignment and Assumption Agreement on behalf of Alex-Panline USA, Inc. pursuant to due authority.

Sworn to and subscribed  
before me this 1st day  
of December, 2005.



\_\_\_\_\_  
Dianne M. Camelo  
Attorney at Law  
State of New Jersey

ACKNOWLEDGEMENT

STATE OF OREGON            )  
  ) ss.  
County of Lane             )

CAROL HOLM, being duly sworn, says that she is the President of Sandholm Company, an Oregon Corporation, and acknowledges that she did sign the Trademark Assignment and Assumption Agreement on behalf of Sandholm Company, pursuant to due authority.

Sworn to and subscribed  
before me this 15<sup>th</sup> day  
of December, 2005.

Suzanne M. Davis  
Notary Public





EXHIBIT A

U.S. FEDERAL AND STATE TRADEMARKS

Mark	Original Registration Date-Status	Owner of Record	Registration No.
ALPHABATH	Registered 01/16/1990	Sandholm Company	1,577,935
TUB JOY & Design	Registered 10/03/1989	Sandholm Company	1,559,130

EXHIBIT B

PATENTS

None

EXHIBIT C

COPYRIGHTS

SANDHOLM CO. COPYRIGHTS

- VA-212-377: Bathtime Stickers-Dinosaurs, CLNA: Sandholm Company  
VA-212-378: Bathtime Stickers-Sea Adventures, CLNA: Sandholm Company  
VA-242-883: Bathtime Stickers-Zoo Mates, CLNA: Sandholm Company  
VA-276-670: Bathtime Stickers-Barnyard Friends, CLNA: Sandholm Company  
VA-345-340: Bathtime Stickers-Fanta-Seas, CLNA: Sandholm Company  
VA-346-781: Bathtime Stickers-Transportation, CLNA: Sandholm Company  
VA-381-725: Bathtime Stickers-Family, CLNA: Sandholm Company  
VA-524-507: Bathtime Stickers-Alphabath, CLNA: Sandholm Company  
VA-564-339: Bathtime Stickers-Construction, CLNA: Sandholm Company  
VA-646-692: Bathtime Stickers-Rescue!, CLNA: Sandholm Company  
VA-646-693: Bathtime Stickers-Train, CLNA: Sandholm Company

The copyright for the Numbers set is pending.