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

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DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Pneumo Abex Corporation

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

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

2. Name and address of receiving party(ies)

Name: Mafco Worldwide Corporation

Internal Address:

Address:

Street Address: Third Street & Jefferson Ave.

City: Camden State: NJ Zip: 08104

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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: 10/29/2004

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

A. Trademark Application No.(s) n/a

B. Trademark Registration No.(s) 084018

and others as shown on Exhibit A

Additional number(s) attached Yes No

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

Name: Lewis F. Gould, Jr.

Internal Address: Duane Morris LLP

Street Address: One Liberty Place

City: Philadelphia State: PA Zip: 19103-7396

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41): \$ 440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

041679

DO NOT USE THIS SPACE

9. Signature.

Maxim A. Voltchenko

Name of Person Signing

Signature

November 9, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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

Exhibit A

**List of U.S. Trademark Registrations (assigned from
Pneumo Abex Corporation to Mafco Worldwide Corporation)**

[we are in the process of confirming the schedule]

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TRADE MARK & Design of Ship	084018	October 31, 1911
MAFCO	612,290	September 13, 1955
BVB	625,539	April 17, 1956
S	635,021	October 2, 1956
SHIP BRAND	753,563	July 30, 1963
SHIP BRAND	753,608	July 30, 1963
SHIP BRAND	753,781	July 30, 1963
RIGHT DRESS & Design	764,149	February 4, 1964
BEAUTY BLANKET	836,186	October 3, 1967
MAFCO & Design	856,843	September 17, 1968
MAFCO & Design	864,099	January 28, 1969
MAFCO-MAGNASWEET	997,652	November 5, 1974
SME	1,017,526	August 5, 1975
COCOA DRESS & Design	1,060,456	March 1, 1977
RIGHT DRESS	1,278,230	May 15, 1984
MAG	1,469,567	December 22, 1987
MAGNASWEET (Stylized)	2,331,742	March 21, 2000

Error! Unknown document property name.

COPY

UNITED STATES TRADEMARK ASSIGNMENT

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This Assignment is effective as of October 29th, 2004 between the undersigned, Pneumo Abex Corporation, a Delaware corporation, with its principal place of business located at Third Street & Jefferson Avenue, Camden, New Jersey 08104 (the "Assignor"), and Mafco Worldwide Corporation, a Delaware corporation, with its principal place of business located at Third Street & Jefferson Avenue, Camden, New Jersey 08104 (the "Assignee").

WHEREAS, the Assignor is the exclusive owner of all right, title and interest in and to the trademarks and Federal registrations listed on **Exhibit A** and the good will of the business associated therewith (collectively, the "Marks"); and

WHEREAS, the Assignor wishes to assign to the Assignee the entirety of the Assignor's right, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Marks, together with all of the goodwill of the entire business associated with and symbolized by such Marks, the registrations thereof and therefor, the right to maintain, renew and amend such registrations, any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, and any and all other rights, privileges and priorities of the Assignor provided under United States, state, foreign or multinational law, or any compact, treaty, protocol, convention or organization, now or hereafter in effect, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition with respect to the Marks, together with all income, royalties or payments due or payable as of the date of this Assignment.

This Assignment is made subject to the Amended and Restated Credit Agreement and the Guarantee and Collateral Agreement (both agreements referred to as the "Credit and Collateral Agreements"), and the Conditional Assignment of and Security Interest in Trademark Rights (the "Conditional Assignment"), all dated as of April 17, 2001. The Conditional Assignment was recorded in the United States Patent and Trademark Office on October 18, 2001, Reel/Frame 2384/0945 and held by the Chase Manhattan Bank, a New York banking corporation, P.O. Box 2558, Houston, Texas 77252. The Assignee does hereby acknowledge that the Assignee replaces the Assignor in the Conditional Assignment and the Credit and Collateral Agreements, and that the Assignee, its successors and assigns, shall hold the rights to the Marks and related rights referenced above as fully and as entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

After execution of this Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Assignment.

This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Assignment.

Pneumo Abex Corporation

Date: October 29th, 2004

By: 

Name: Dexter Kenfield

Title: Vice President and Assistant Secretary