

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott Nicholson		05/05/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Xtraordinary Home Products, LLC		
Street Address:	120 Lakeview Parkway		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78757003	PRESS 'N CLOSE	
Serial Number:	78756988	RETRO AMERICA	
Serial Number:	78756994	THE CAREFREE KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	(312)222-0818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	chiipdocket@michaelbest.com		
Correspondent Name:	Luke W. DeMarte		
Address Line 1:	Two Prudential Plaza		
Address Line 2:	180 N. Stetson Avenue, Suite 2000		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	035247		
NAME OF SUBMITTER:	Luke W. DeMarte		
Signature:	/luke w. demarte/		

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Date:

06/21/2006

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Scott Nicholson, a United States citizen having offices located at One Cobblestone Court, Nesconset, New York 11767 ("ASSIGNOR"), owns all right, title and interest in and to the trademarks and applications therefor listed on Schedule A attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks;

WHEREAS, ASSIGNOR is assigning the trademarks identified in the applications set forth on Schedule A along with the portion of ASSIGNOR's ongoing and existing business to which those trademarks pertain; and

WHEREAS, Xtraordinary Home Products, LLC, an Illinois limited liability company having offices located at 120 Lakeview Parkway, Vernon Hills, Illinois 60061 ("ASSIGNEE"), the successor to that portion of the ongoing and existing business of ASSIGNOR to which the trademarks set forth on Schedule A pertain, desires to acquire all of ASSIGNOR's right, title and interest in and to the aforesaid trademarks and applications therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and applications therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and applications therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and applications therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and applications therefor listed on attached Schedule A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and applications therefor listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to register, maintain, protect or enforce the trademarks and applications therefor listed on attached Schedule A. These obligations of assistance by Assignor shall continue for so long as Assignee may require such assistance from Assignor.

Schedule A

Trademark	Application Serial No.	Goods/Services
PRESS 'N CLOSE	78-757003	Containers for kitchen and household use
RETRO AMERICA	78/756988	Functional glass tableware items
THE CAREFREE KITCHEN	78/756994	Cookware; bakeware; cooking utensils; kitchen utensils and tools; containers and organizers for kitchen use; cleaning products, namely, brooms, toilet brushes, floor brushes, pot cleaning brushes, clothes brushes, dishwashing brushes, bath brushes, brushes for basting meat, dusting brushes

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