

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kwong Fai Li

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Newspring Industrial Corporation

Internal

Address: _____

Street Address: 35 O'Brien Street

City: Kearney

State: New Jersey

Country: USA Zip: 07032

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 17, 2006

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,987,996 and 2,988,120

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Marks: "E 88BOX" (registered August 23, 2005)
"Zodiac Container" (registered August 23, 2005)

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

Name: Gibbons, Del Deo, Dolan, Griffinger & Vecchione

Internal Address: _____

Street Address: One Riverfront Plaza

City: Newark

State: New Jersey Zip: 07102

Phone Number: (973) 596-4500

Fax Number: (973) 596-0545

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 03-3839

Authorized User Name _____

9. Signature:

Signature

Andrew Grodin

Name of Person Signing

10/17/06

Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 17th day of October, 2006, by **Kwong Fai Li**, an individual residing at 25 Summit Place, Stamford Connecticut 06906 (hereinafter referred to as "Li") to and for the benefit of **Newspring Industrial Corporation**, a New Jersey Corporation, having an office at 35 O'Brien Street, Kearney, New Jersey 07032 ("Newspring").

WHEREAS, Li has adopted and is using and/or is intending to adopt and use, the trademarks at Schedule A hereto, for the goods and services shown as set forth at Schedule A, as well as any other similar common law trademarks used in conjunction therewith (collectively, "Marks");

WHEREAS, Newspring is desirous of receiving an assignment of all right and title in and to the Marks, all pending use and intent to use applications thereof, as part of the entire ongoing business or portion thereof to which the Marks pertain, and the goodwill of the business symbolized by and associated with said Marks (collectively "Trademark Rights");

NOW, THEREFORE, in consideration of the payment of U.S. \$1.00 by Newspring to Li and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Li:

1. Li hereby assigns, sells, and transfers to Newspring, and Newspring's successors and assigns, all of Li's right, title, and interest in and to said Marks and Trademark Rights, and the full exclusive benefit thereof, together as a part of the entire ongoing business or portion thereof to which the Marks pertain, with the goodwill of the business symbolized by and associated with said Marks and any applications thereof.
2. Li represents and warrants that it is the sole and exclusive record and beneficial owner of, and has sole and exclusive, good and marketable title to, all of the Marks and Trademark Rights, free and clear of any and all security agreements, security interests, conditional sale or other title retention agreements, restrictions, conditions, equitable interests, claims, adverse claims, options, charges, liens, mortgages, indentures, assessments, voting agreements, adverse interests, constructive trusts or other trusts, attachments, exceptions to or defect in title or other ownership interests, pledges, rights of first refusal, restrictions on use or receipt of income, exercise of any attribute of ownership, and other encumbrances of any nature or kind whatsoever.
3. Li shall at any time and from time to time at the request of Newspring, whether on the date of this Trademark Assignment or after the date of this Trademark Assignment, with reasonable promptness and for no additional consideration execute, endorse, acknowledge, swear to, seal and deliver to Newspring, take such other and further actions and/or file such other and further instruments and documents to more effectively sell, convey, assign and transfer to Newspring the

#1125672 v1
060464-50887

TRADEMARK
REEL: 003418 FRAME: 0294


Marks and Trademark Rights, to further perfect in Newspring title to the Marks and Trademark Rights or to otherwise carry out or consummate the transaction contemplated by this Trademark Assignment. In the event Li shall fail or refuse to execute, acknowledge, swear to, seal and deliver to Newspring any such instrument or document, then Li hereby appoints Newspring as Li's attorney-in-fact to execute, endorse, acknowledge, swear to, seal, deliver and file any such instrument and document, such appointment being coupled with an interest and irrevocable.

- 4. This Trademark Assignment is executed by, and shall be binding upon, Li, and his successors and assigns, for the uses and purposes set forth herein upon its delivery to Newspring. This Trademark Assignment shall inure to the benefit of Newspring, and Newspring's successors and assigns.
- 5. This Trademark Assignment shall not be amended, modified, discharged or supplemented except by a written instrument signed by Li or an authorized representative of Li's and Newspring. Any term or provision of this Trademark Assignment may be waived, or the time for its performance may be extended, by the party/beneficiary entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Trademark Assignment if, as to any party or beneficiary, it is authorized in writing by an authorized representative of such party or beneficiary. No waiver of any breach of this Trademark Assignment shall be held to constitute a waiver of any other or subsequent breach. Whenever used in this Trademark Assignment, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter.

IN WITNESS WHEREOF, Li and Newspring have executed this Assignment by a duly authorized officer:

Kwong Fai Li, an individual

Newspring Industrial Corporation

by: 

by: 

Printed Name: Corey Chen

Title: VP

#1125672 v1
060464-50887

SCHEDULE A

Appl./Reg. No.: 2,987,996

Registered: August 23, 2005

Mark: **E 88BOX**

Goods and Services: IC 021. US 002 013 023 029 030 033 040 050. G & S: Household or kitchen utensils, namely food and beverage containers, portable containers, none of which are of precious metal or coated therewith; and household or kitchen containers, namely, for storage or food and beverages, portable containers, none of which are of precious metal or coated therewith; hair combs; bath accessories, namely, cup holders; brushes, namely, bath brushes, brushes for basting meat; brushmaking materials; articles for cleaning purposes, namely, cleaning cloths, cleaning combs, cleaning cotton; steel wool for cleaning purposes; unworked or semi-worked glass used for the purpose of storing food or beverages; glassware, namely, food and beverage glassware; porcelain, namely, mugs, tubs, plates, food holders; earthenware, namely, earthenware basins, earthenware mugs, earthenware plates.

Appl./Reg. No.: 2,988,120

Registered: August 23, 2005

Mark: **Zodiac Container**

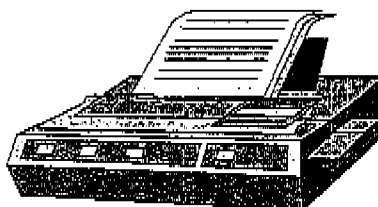
Goods and Services: IC 021. US 002 013 023 029 030 033 040 050. G & S: Household or kitchen utensils, none of which are of precious metal or coated therewith, namely pot and pan scrapers, rolling pins, spatulas, turners, whisks, serving spoons, serving forks; household or kitchen containers, none of which are of precious metal or coated therewith; hair combs; sponges for household purposes; hair brushes; articles for cleaning purposes, namely cleaning cloths, cleaning combs, cleaning pads, cleaning sponges, steel wool for cleaning; unworked or semi worked glass; glass beverage ware; porcelain mugs, plates, sculptures, and statues; and earthenware mugs, plates, sculptures, and statues.

*Rev. 12/8/97

CONTROL NUMBER: _____

GIBBONS, DEL DEO, DOLAN, GRIFFINGER & VECCHIONE

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
ONE RIVERFRONT PLAZA
NEWARK, N.J. 07102-5497



(973) 596-4500

TELECOPY (973) 596-0545

CABLE-TELEX: 138154

TELECOPY REQUEST FORM

TELECOPY NUMBER: 1-571-273-0140 CONTACT NUMBER: _____

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: USPTO, Attn: Assignment Division

FROM: Andrew Grodin

RE : 060464 - 50887 DATE: 10/27/2006
Client Matter

TOTAL NUMBER OF PAGES TRANSMITTED, INCLUDING THIS SHEET: 5

TRANSMITTED BY: _____ TIME OF TRANSMISSION: _____

MESSAGE:

Marks: 2,987,996 and 2,988,120

I hereby certify this correspondence is being facsimile transmitted to the United States Patent and Trademark Office to fax number 1-571-273-0140 on October 27, 2006.

Date

10/27/2006
Andrew Grodin

CONFIDENTIALITY NOTE

The documents accompanying this telecopy transmission contains information from the law firm of Gibbons, Del Deo, Dolan, Griffinger & Vecchione which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited, and that the documents should be returned to this firm immediately. In this regard, if you have received this telecopy in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.

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TRADEMARK

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