

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

03-31-2008

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

3-26-08

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To the Director of the U. S. Patent and T

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ments or the new address(es) below.

1. Name of conveying party(ies):

Sandra J Butler  
William R Butler

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 3-3-2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Megan Bentley  
SM Bentley

Internal

Address: \_\_\_\_\_

Street Address: 84 Cranberry Lane

City: Aurora

State: Ontario

Country: Canada Zip: L4G 5Z1

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship Canadian  
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)

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) 2076803  
2064479, 2031302, 1114920, 2987545

Additional sheet(s) attached?  Yes  No

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

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

Name: Megan Bentley

Internal Address: \_\_\_\_\_

Street Address: 84 Cranberry Lane

City: Aurora

State: Ontario Canada Zip: L4G 5Z1

Phone Number: 905-841-1571

Fax Number: 905-713-1105

Email Address: megan.l.bentley@gmail.com

6. Total number of applications and registrations involved:

5

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

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

FEE PAID

8. Payment information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Megan Bentley  
Signature

March 26 08  
Date

Megan Bentley  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450

## ASSIGNMENT OF TRADEMARK/NAMES AND PATENT

This ASSIGNMENT is made this 3<sup>rd</sup> day of March, 2008 by Sandra J. Butler ("Sandra") and William R. Butler ("William") of 13035 Sandia Point Road NE, Albuquerque, NM, USA. Sandra and William assign as follows:

1. Sandra and William are the owners of Chace trade marks and trade names. The "Flame Cover" patent is in William's name. In accordance with a written Purchase Agreement made on January 2, 2008 (the "Purchase Agreement") agreed to assign all trade marks and trade names and the patent to Megan Bentley and Jill Bentley.

2. Sandra and William are the owners of the following trade marks:

- "Chace" - U.S. Registration Number 2,076,803
- "Chace Candles" - U.S. Registration Number 2,064,479
- "Never-Burn-Down" - U.S. Registration Number 2,031,302
- "Never-Burn-Down" - U.S. Registration Number SN78/441,439
- "Lifetime" - U.S. Registration Number 1,114,920

all of which are collectively herein referred to as the "Marks" and which are registered with the United States Patent and Trade Mark Office.

3. William is the registered owner of the following patent:

"Flame Cover" - Patent Number 6,261,088

which is registered with the United States Patent and Trade Mark Office.

4. Pursuant to the terms and conditions of the Purchase Agreement, Sandra and William hereby assign to Megan Bentley and Jill Bentley all of their right, title, and interest in the Marks and the Patent.

5. Sandra and William warrant that:

- (a) they are the sole owners of the Marks after liquidation of Chace Candles Inc, a former New Mexico Corporation;
- (b) the Patent is properly registered in the name of William with the United States Patent and Trade Mark Office;
- (c) the Marks and Patents are free and clear of any liens, encumbrances, or impediments to use or ownership; and
- (d) there are no pending or threatened claims against Sandra or William challenging their rights to, or ownership of, the Marks or the Patents.

6. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.

IN WITNESS WHEREOF Sandra and William hereto have executed this Agreement as of the day, month and year first above written.

*Laura Galligan*  
Witness

*Sandra J. Butler*  
Sandra J. Butler

*Laura Galligan*  
Witness

*William R. Butler*  
William R. Butler