

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brooklace, Inc.		09/11/2008	CORPORATION: CONNECTICUT
Smith-Lee Co., Inc.		09/11/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Hoffmaster Group, Inc.		
Street Address:	111 Radio Circle		
Internal Address:	c/o Kohlberg & Company		
City:	Mount Kisco		
State/Country:	NEW YORK		
Postal Code:	10549		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0734939	BROOKLACE	
Registration Number:	0921777	RIGIDEEP	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0239		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123733239		
Email:	cmeredithgoujon@paulweiss.com, hranucci@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	c/o Paul, Weiss, LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	11191-192		
NAME OF SUBMITTER:	Claudine Meredith-Goujon		

CH \$65.00 0734939

Signature:

/Claudine Meredith-Goujon/

Date:

09/23/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made and entered into this 11 day of September, 2008, by and between Brooklace, Inc., a Connecticut corporation ("*Brooklace*"), Smith-Lee Co., Inc., a New York corporation ("*Smith-Lee*" and together with Brooklace, "*Sellers*"), and Hoffmaster Group, Inc., a Delaware corporation, ("*Purchaser*") (each a "*Party*," and collectively, the "*Parties*").

RECITALS

WHEREAS, Sellers own all right, title and interest in and to the United States, foreign and international trademarks, service marks, collective marks, composite marks, trade dress, product configurations, logos, trade names, corporate names, domain names, symbols, slogans and other indicia of source, origin or goodwill, including the registrations and applications for registration thereof set forth in Schedule A attached hereto (the "*Trademarks*"), in each case, together with the goodwill symbolized thereby;

WHEREAS, with respect to any United States intent-to-use applications included in the Trademarks, Sellers have a bona fide intent to use such trademarks in connection with the goods and/or services for which such applications have been filed; and

WHEREAS, the Parties, KHOF Holdings, Inc., a Delaware corporation and Charles M. Foster, an individual and majority stockholder of the Sellers are parties to that certain Asset Purchase Agreement, dated as of August 22, 2008 (the "*Asset Purchase Agreement*"), and as a condition to Closing (as defined in the Asset Purchase Agreement), the Parties agree to enter into this Agreement pursuant to which Sellers will assign to Purchaser all of Sellers' right, title and interest in the Trademarks, together with the goodwill symbolized thereby.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Transfer. Sellers hereby sell, assign, convey and transfer to Purchaser, for Purchaser's sole and exclusive use and enjoyment, all of Sellers' right, title and interest, throughout the world, in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and future infringement, dilution, violation, unlawful imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation, whether presently known or unknown, of such Trademarks.
2. Assumption. Purchaser hereby assumes all obligations, covenants, duties and liabilities, including payment of any fees required to maintain any registrations and applications for registration, relating to the Trademarks arising from and after the date hereof.

3. Further Assurances. Sellers covenant and agree that it will, upon the reasonable request of Purchaser and at Purchaser's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Purchaser that may be necessary or desirable to perfect the sale, assignment, conveyance and transfer of the Trademarks hereunder.

4. Representations and Warranties. Except as set forth above and in the Asset Purchase Agreement, Sellers make no warranty, express or implied, with respect to the Trademarks, and Purchaser shall have no recourse against Sellers therefor.

5. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any New York state or federal court sitting in the county and state of New York. The Parties hereto expressly (i) consent and agree to the exclusive jurisdiction of any such court or venue therein, (ii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iii) agree that service of process upon such party in any such action or proceeding shall be effective.


6. Counterparts. This Agreement may be executed in one 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 taken together shall constitute one and the same agreement.

7. Recordation. If Purchaser elects to record this assignment or any other document or transfer with the U.S. Patent & Trademark Office or applicable foreign governmental or international authorities or registries, Purchaser shall bear all costs and fees associated with recording.

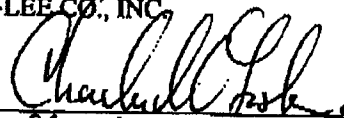
[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BROOKLACE, INC.

By: 
Name: Charles M. Foster
Title: President

SMITH-LEE CO., INC.

By: 
Name: Charles M. Foster
Title: President

HOFFMASTER GROUP, INC.

By: _____
Name:
Title:

(Signature Page to Trademark Assignment Agreement)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

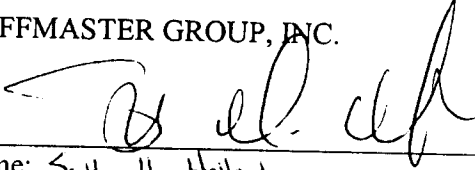
BROOKLACE, INC.

By: _____
Name:
Title:

SMITH-LEE CO., INC.

By: _____
Name:
Title:

HOFFMASTER GROUP, INC.

By:  _____
Name: Seth H. Hoilander
Title: Vice-President and Treasurer

(Signature Page to Trademark Assignment Agreement)

TRADEMARK
REEL: 003857 FRAME: 0650

SCHEDULE A

TRADEMARKS

REGISTERED TRADEMARKS	
1. Brooklace	Registration Number 0734939
2. Rigideep	Registration Number 0921777

TRADE NAMES
1. "Brooklace"
2. "Smith-Lee"
3. "U.S. Lace Paper Works"
4. "Gay Nineties"
5. "Paper Lace"
6. "U.S. Lace"

INTERNET DOMAIN NAMES
1. www.brooklace.com
2. www.smith-lee.com
3. www.uslace.com
4. www.brooklaceinsider.com