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 APR 23 2009  
 U.S. PATENT & TRADEMARK OFFICE

Form PTO-1594 (Rev. 01-09)  
 USPTO MB Collection 0651-0027 (exp. 02/28/21)

04-28-2009

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



103558460

To the Director of the U. S. Patent and

Documents or the new address(es) below.

**1. Name of conveying party(ies):**  
 Robbins Industries, Inc., d/b/a Kitchenart

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: Fox Run USA, LLC  
 Internal \_\_\_\_\_  
 Address: Attention: Sean Leonard  
 Street Address: 1907 Stout Drive  
 City: Ivyland  
 State: Pennsylvania  
 Country: USA Zip: 18974

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Delaware, USA  
 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) April 17, 2009

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)  
 See attached Schedule

B. Trademark Registration No.(s)  
 See Attached Schedule

Additional sheet(s) attached?  Yes  No

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

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

Name: Arnold D. Litt, Esq.  
 Internal Address: c/o Herten, Burstein, Sheridan, Cevasco, Bottinelli, Litt & Harz, LLC  
 Street Address: 21 Main Street, Suite 353  
 Court: Plaza South, West Wing  
 City: Hackensack  
 State: New Jersey Zip: 07601  
 Phone Number: 201-342-6000  
 Fax Number: 201-342-6611  
 Email Address: alitt@hertenburstein.com

**6. Total number of applications and registrations involved:** 13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 520.00

Authorized to be charged to deposit account  
 Enclosed Refund Ref: 04/27/2009 DEYRNE 0000166989

**8. Payment Information:**

CHECK Refund Total: \$188.00

Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** Arnold D. Litt, Esq. Signature 4/20/09 Date

Arnold D. Litt, Esq.  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

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 1669, Alexandria, VA 22313-1450  
 02 FC:8522

48.00 OP  
 308.00 OP

# Trademarks

File No. and Country	Intnl Cl. No.	Serial No. & Filing Date	Trademark	Reg. No.
8003 178824-40 U.S.	9	74/199,479 8/30/91	ADJUST A SPOON US	1,702,992
8008 178824-45 U.S.	21	73/808,246 6/21/89	SELECT A SPICE	1,616,776
8010 178824-47 U.S.	9	74/159,860 4/23/91	ADJUST A SCOOP	1,702,464
8011 178824-48 U.S.	9	74/159,792 4/23/91	ADJUST A MEASURE	1,742,186
8032 178824-106 U.S.	21	75/810,025 10/18/99	BUTTER MATE	2,426,543
8040 178824-283 U.S.	21	76/333,454 11/1/01	Auto-Measure	2,820,646
8041 178824-284 U.S.	9	76/333,455 11/1/01	Auto-Measure	2,820,647
8042 178824-295 U.S.	8 & 21	76/397,508 4/19/02	ELOS	2,748,537
8080 178824-358 U.S.	8 & 21	76/655,497 2/22/06	FORM + FIT	3,287,301
8085 178824-382 U.S.	8 & 21	76/617,703 10/25/04	GEL-GRIP	3,131,654
8020 U.S. 178824-57	Class 9 (Volume Measuring Kitchen Utensils)	74/626,130 1/26/95	KITCHENART	1,956,078
8021 U.S. 178824-58	Class 21 (Spice Racks, Dispensers, Cabinet Organizers)	74/626,131 1/26/95	KITCHENART	2,113,275
8070 U.S. 178824-347	Classes 8, 9, 21 (full line)	76/570,454 1/16/04	KITCHENART	3,137,522

**ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS**

ASSIGNMENT OF COPYRIGHTS made as of the 17<sup>th</sup> day of April, 2009, by ROBBINS INDUSTRIES, INC. d/b/a KITCHENART, an Alabama corporation ("Assignor"), to FOX RUN USA, LLC, a Delaware limited liability company ("Assignee").

**RECITAL**

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of April 17<sup>th</sup>, 2009 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation, the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Marks, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

ASSIGNOR

ROBBINS INDUSTRIES, INC. d/b/a  
KITCHENART

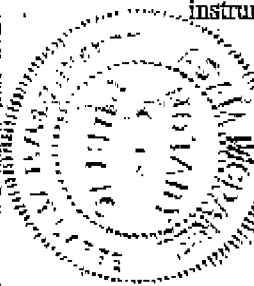
By: *Rodney Robbins*  
Name: Rodney Robbins  
Title: President

[SEAL]

STATE OF )  
                  ) ss.:  
COUNTY OF )

On this 17 day of April, 2009, before me, Alan McDaniel, personally appeared Rodney Robbins, President of Robbins Industries, Inc. d/b/a KitchenArt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



*Alan McDaniel*  
Notary Public

Commission Expires 2/9/2013