



103563743

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

6-11-09

1. Name of conveying party(ies):
 Chandraco, LP

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

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

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

Name: The Fuller Brush Company, Inc.
 Internal Address: _____
 Address: _____
 Street Address: One Fuller Way
 City: Great Bend
 State: Kansas
 Country: U.S.A. Zip: 67530

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 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) Bill of Sale 10/31/07; Amendment 6/9/09

Assignment Merger
 Security Agreement Change of Name
 Other Bill of Sale Amendment to Bill of Sale

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

A. Trademark Application No.(s) 76/152643

B. Trademark Registration No.(s) 2723102

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: Carol S. Maue, Esq.
 Internal Address: 1600 Crossroads Building
 Street Address: Two State Street
 City: Rochester
 State: New York Zip: 14614
 Phone Number: (585) 232-3730 ext. 205
 Fax Number: (585) 232-3882
 Email Address: csm@cdlawyers.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature: Carol S. Maue 6.10.09
 Signature Date

Carol S. Maue
 Name of Person Signing

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

Attachments
 PM

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

FIRST AMENDMENT AND RESTATEMENT OF BILL OF SALE

This FIRST AMENDMENT AND RESTATEMENT OF BILL OF SALE (the "Amendment") is made this day, the 9th of June 2009, by and between CHANDRACO LP (the "Secured Party") and THE FULLER BRUSH COMPANY, INC. (the "Buyer").

WITNESSETH:

WHEREAS, Secured Party and Buyer entered into a Bill of Sale dated October 31, 2007 (the "Bill of Sale");

WHEREAS, Secured Party conveyed all rights to and interest in the assets listed in Exhibit A of the Bill of Sale pursuant to a Revolving Credit and Security Agreement dated July 3, 2006 (the "Credit Agreement") between Compass Bank and TXF Products, Inc.;

WHEREAS, all of Compass Bank's rights under the Credit Agreement were duly assigned to Secured Party; and

WHEREAS, the Secured Party intended to convey to Buyer all rights and interest in all assets listed in Exhibit A of the Bill of Sale, including but not limited to the good will for all intellectual property and trademarks listed therein;

WHEREAS, Secured Party wishes to amend the Bill of Sale as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and in the Agreement, the parties agree as follows:

1. Exhibit A, Section 3 is deleted in its entirety and replaced with the following:

All designs, patents, trademarks, all good will associated with such trademarks, and other assets related to TXF Products' Squeegee Line.

2. Exhibit A, Section 4 is deleted in its entirety and replaced with the following:

All designs, patents, trademarks, all good will associated with such trademarks, and other assets related to TXF Products' Commercial Product Lines.

3. Exhibit A, Section 5 is deleted in its entirety and replaced with the following:

The trademark, "Texas Feathers," including all good will associated

therewith, which is granted subject to buyer's agreement to grant Casabella Holdings, LLC a 12 month exclusive license to use the name "Texas Feathers" in the retail segment.

IN WITNESS WHEREOF, Secured Party has caused this Amendment to be executed and delivered as of the date first stated above.

CHANDRACO LP,

by its General Partner
Chandraco General, LLC:



By: Sanjay Chandra
Member

BILL OF SALE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

DATE: October 31, 2007

That CHANDRACO, LP, hereinafter referred to as "Secured Party," pursuant to its rights under a Revolving Credit and Security Agreement dated July 3, 2006, between COMPASS BANK and TXF PRODUCTS, INC., hereinafter referred to as "Debtor," which Revolving Credit and Security Agreement has been assigned to Secured Party, and consideration of the payment of the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and transfer to THE FULLER BRUSH COMPANY, INC., a New York corporation, hereinafter referred to as "Buyer," and Buyer's successors and assigns, all of Debtor's interest in the personal property located in Tarrant County and Brown County, Texas, as described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

To have and hold, all and singular, the said property to Buyer, and Buyer's successors and assigns free and clear of all liens, claims and encumbrances.

NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR EXISTS AS TO THE MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

THE PROPERTY IS TRANSFERRED ON AN "AS IS" AND "WHERE IS" BASIS, AND SECURED PARTY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO SUCH PROPERTY.

Secured Party, on behalf of itself and its successors and assigns, warrants to defend the title to the Property described herein to Buyer and its successors and assigns: provided that the Secured Party's obligations under this Bill of Sale shall not exceed \$500,000.

This Bill of Sale shall be effective as of the date above stated.

By acceptance of this Bill of Sale, Buyer represents and warrants that it has no knowledge of any defects in the sale, is not buying in collusion with any party, and is acting in good faith in purchasing the herein described personal property for its own account

CHANDRACO, LP

By: CHANDRACO GENERAL, LLC
General Partner

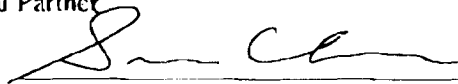
By: 
Sanjay Chandra
Member

EXHIBIT "A"**ASSETS TRANSMITTED UNDER THIS BILL OF SALE
TO THE FULLER BRUSH COMPANY, INC.**

1. All Commercial inventory (raw materials and finished goods) belonging to TXF Products.
2. All Feather-related inventory belonging to TXF Products.
3. All designs, patents, trademarks and other assets related to TXF Products' Squeegee Line.
4. All designs, patents, trademarks and other assets related to TXF Products' Commercial Product Lines.
5. The trademark "Texas Feathers", which is granted subject to buyer's agreement to grant Casabella Holdings, LLC a 12 month exclusive license to use the name "Texas Feathers" in the retail segment.
6. All Manufacturing Assets belonging to TXF Products.
7. All office equipment, computer assets, and software belonging to TXF Products.
8. Customer information and sales history.
9. All manufacturer representatives' information and sales history.
10. Whatever rights Debtor may have with respect to jigs and dies that Debtor has paid its vendors to create relating to the commercial products.