## 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
World Marketing of America, Inc.		07/24/2009	CORPORATION: PENNSYLVANIA

## **RECEIVING PARTY DATA**

Name:	Pinnacle Products International, Inc.
Street Address:	668 Stony Hill Road
Internal Address:	No. 302
City:	Yardley
State/Country:	PENNSYLVANIA
Postal Code:	19067
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark		
Serial Number:	73603166	MASTER		
Serial Number:	74046378			
Serial Number:	73632528	REMINGTON		
Serial Number:	78587015	REMINGTON		
Serial Number:	78586993	REMINGTON		

## **CORRESPONDENCE DATA**

(215)399-9601 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

pressmans@whiteandwilliams.com Email:

Shari Pressman Correspondent Name: Address Line 1: 1650 Market Street

Address Line 2: One Liberty Place, Suite 1800

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 18343-4

TRADEMARK

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NAME OF SUBMITTER:	Shari Pressman
Signature:	/spressman/
Date:	08/26/2009
Total Attachments: 3 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

TRADEMARK REEL: 004052 FRAME: 0539

#### Exhibit A-3

## TRADEMARK ASSIGNMENT

WHEREAS. World Marketing of America, Inc. ("Assignor"), a Pennsylvania corporation, whose business address is 12256 William Penn Hwy. Mill Creek, PA 17060, is the owner of record of the trademarks shown in <u>Schedule 1</u> attached hereto (the "Assigned Marks");

WHEREAS, on July 24, 2009, Pinnacle Products International, Inc. ("Assignee"), a Delaware corporation, with a business address of 668 Stony Hill Road, No. 302, Yardley, PA 19067, entered into an Asset Purchase Agreement (the "Agreement") with Assignor by which Assignee acquired from Assignor all right, title, and interest in and to the Assigned Marks, the goodwill associated therewith, the pending applications for registration and the registrations therefor, as listed in Schedule 1 hereof;

WHEREAS, following the aforementioned Agreement, Assignor and Assignee wish to confirm the transfer to Assignee of all right, title, and interest in and to the Assigned Marks, the goodwill associated therewith, the pending applications for registration and the registrations therefor, as listed in <u>Schedule 1</u> hereof,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Assignor does hereby sell, assign, set over and transfer to Assignee, all of its right, title and interest in and to the Assigned Marks shown in Schedule 1, limited to use of the Assigned Marks in the U.S. and Canada, along with the U.S. and Canadian applications for registration and registrations listed therein, and the goodwill associated therewith, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past, present or future infringement of the Assigned Marks (but in each instance only to the extent any such infringement has not previously been resolved by a court having jurisdiction, by settlement, or otherwise) with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns, or other legal representatives.

Notwithstanding anything to the contrary herein, the Assignor is delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the acknowledgment and disclaimer set forth in Section 6 thereof).

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REEL: 004052 FRAME: 0540

### Schedule 1

## **Trademarks**

Trademark	Country	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Clas
MASTER	Canada	5/30/1967	305301	11/11/68	TMA158, 617	Registered	000
MASTER	USA	6/9/1986	73/603,166	6/16/1987	1,442,999	Registered	011
MISCELLANEOUS DESIGN [yellow/ black design]	USA	4/6/1990	74/046,378	10/27/1992	1,727,357	Cancelled	101
REMINGTON	USA	11/26/1986	73/632,528	7/5/1988	1,494,999	Registered	011
REMINGTON	USA	3/14/2005	78/587,015	N/A	N/A	Allowed	019
REMINGTON	USA	3/14/2005	78/586,993	N/A	N/A	Allowed	011

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<sup>1 000 -</sup> ponable oil burning space heaters and oil burners

<sup>2011 -</sup> fluid-fuel fired fixed and mobile space heaters for domestic and industrial use

<sup>3 101 -</sup> fluid-fuel fired, fixed and mobile space heaters for domestic and industrial use

<sup>4 011 -</sup> fluid-fuel fired, forced air type portable horizontally disposed cylindrical space heaters

<sup>&</sup>lt;sup>5</sup> 019 - fireplace mantels and component parts thereof

<sup>&</sup>lt;sup>6</sup> 011 - fireplaces; gas and electric fireplace inserts comprised of artificial logs and artificial embers

This assignment is executed this 24th day of July, 2009.

World Marketing of America, Inc.

Name: Delmont Sunderland

Title: President

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