

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/15/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Kaz, Inc.		11/09/2010
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Kaz USA, Inc.		
Street Address:	250 Turnpike Road		
City:	Southborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01772		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2352526	QUIETCARE
CORRESPONDENCE DATA			
Fax Number:	(212)806-2560		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-806-5400		
Email:	tm@stroock.com		
Correspondent Name:	Laura Goldbard George		
Address Line 1:	180 Maiden Lane		
Address Line 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	002662/0459		
NAME OF SUBMITTER:	Laura Goldbard George		
Signature:	/laura goldbard george/		

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 REEL: 004419 FRAME: 0173

Date:

11/19/2010

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

WHEREAS, **Kaz, Inc.**, a New York Corporation, located and doing business at 250 Turnpike Road, Southborough, Massachusetts 01772 (hereinafter referred to as "ASSIGNOR"), is the owner of the trademark and the record owner of U.S. Trademark Registration No. 2,352,526 for the mark QUIETCARE (hereinafter referred to as the "TRADEMARK");

WHEREAS, **Kaz USA, Inc.**, a Massachusetts Corporation, located and doing business at 250 Turnpike Road, Southborough, Massachusetts 01772 (hereinafter referred to as "ASSIGNEE"), did acquire all of the rights, title and interest of ASSIGNOR in, to and under the TRADEMARK, together with the portion of the goodwill of the business associated with the TRADEMARK;

NOW THEREFORE, for good and valuable consideration by it received, the said ASSIGNOR confirms that as of **April 15, 2010**, it had sold, assigned and set over unto the said ASSIGNEE all its rights, title and interest in and to the aforesaid TRADEMARK and the registrations relating thereto, together with the goodwill, with the intent that such TRADEMARK and registrations shall be fully vested in the said ASSIGNEE, its successors and assigns, as and from **April 15, 2010**.

ASSIGNOR acknowledges that upon execution of this Assignment, ASSIGNEE shall be the exclusive owner of the TRADEMARK and the portion of the goodwill associated therewith; and


ASSIGNOR did also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARK, the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives; and

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any country foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the TRADEMARK and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument under the hands of their proper officers duly authorized in that behalf.


Kaz, Inc.

Dated: 9 November, 2010

By: 
Name: William Davis
Title: Treasurer

Kaz USA, Inc.

Dated: 9 November, 2010

By: 
Name: William Davis
Title: Treasurer