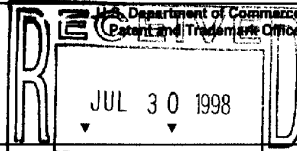


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying Party(ies):</p> <p>WESTWATER ENTERPRISES, L.P.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General partnership              <input checked="" type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional Name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>JUNE 30, 1998</u></p>	<p>2. Name and address of receiving Party(ies)</p> <p>Name: <u>WESTWATER INDUSTRIES, INC.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>917 MOUNTAIN AVENUE</u></p> <p>City: <u>MOUNTAINSIDE</u>      State: <u>NJ</u>      ZIP: <u>07092</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>DELAWARE</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from Assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>75/317,129 73/322,560 75/365,311 75/467,383</p>	<p>B. Trademark Registration No's</p> <p>2,022,896 2,070,014</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>ROBIN L. KITZES</u></p> <p>Internal Address: <u>BRYAN CAVE LLP</u></p> <p>Street Address: <u>245 PARK AVENUE</u></p> <p>City: <u>NEW YORK</u>      State: <u>NY</u>      ZIP: <u>10167</u></p>	<p>6. Total Number of applications and registrations involved:..... <span style="border: 1px solid black; padding: 2px;">6</span></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>165.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account number: <u>02-4467</u></p> <p>(Attach) duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

ROBIN L. KITZES                      *[Signature]*                      JULY 28, 1998

Name of Person Signing                      Signature                      Date

Total number of pages comprising this cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1765 FRAME: 055

08/07/1998 00000208 2022896 40.00 DP 125.00 DP 01 FC 441 02 FC 442

## Exhibit A

### Canada Trademarks Owned by Westwater Enterprises L.P.

Mark	Appln. or Reg. No.	File or Registration Date	Status
THE BEAN SCENE	Appln. No. 850,354	Filed: 7/10/97	Pending ITU application in default
WESTWATER ENTERPRISES	Reg. No. TMA 483,495	Registered: 10/1/97	Registration will be due for renewal on 10/1/12
WHERE PET PALS PLAY	Appln. No. 850,357	Filed: 7/10/97	Pending ITU application

### Mexico Trademarks Owned by Westwater Enterprises L.P.

Mark	Appln. or Reg. No.	File or Registration Date	Status
WESTWATER ENTERPRISES	511492		

### United States Trademarks Owned by Westwater Enterprises L.P.

Mark	Appln. or Reg. No.	File or Registration Date	Status
ALL ABOUT...MEMORIES	75/365,311	Filed: 9/30/97	Pending - published for opposition on 5/5/98
SIMPLY STITCHES	Reg. No. 2,070,014	Reg. Date: 6/10/97	Declaration of Continued Use due on 6/10/03
SPELL-A-BRATIONS	75/467,383	Filed: 4/13/98	Pending - ITU
THE BEAN SCENE	75/317,129	Filed : 6/30/97	Notice of Allowance issued on 4/21/98
WESTWATER ENTERPRISES and design	Reg. No. 2,022,896	Reg. Date: 12/17/96	Declaration of Continued Use due on 12/17/02
WHERE PET PALS PLAY	75/322,560	Filed: 7/10/97	Pending

ASSIGNMENT OF TRADEMARKS,  
REGISTRATIONS AND APPLICATIONS OF  
WESTWATER ENTERPRISES, L.P.

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, Westwater Enterprises, L.P., a Delaware partnership ("Assignor"), and pursuant to the Acquisition Agreement dated June 24, 1998 between Assignor and Westwater Industries, Inc., a Delaware corporation ("Assignee"), as successor in interest to Carlyle Industries, Inc., a Delaware corporation, Assignor by these presents hereby sells, assigns, transfers, and sets over unto the said Assignee all of Assignor's entire right, titles, and interest in and to the trademarks, trademark registrations, and applications for trademark registration listed and described on Exhibit A attached hereto and made a part hereof and the goodwill of the business pertaining thereto, and substantially all of the business associated with those trademarks, registrations and applications, the same to be held and enjoyed by said Assignee, its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

And by this covenant that undersigned will execute or procure any further necessary assurance of title to said trademarks, trademark registrations, and applications and at any time, upon the request and at the expense of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said trademarks, trademark registrations, applications, or registrations which may be granted thereon in said Assignee, its successors, assigns or other legal representatives, and, upon the request and at the expense of said Assignee, will make all rightful oaths and of all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns, or other legal representatives.

IN WITNESS THEREOF, Assignor has caused this Agreement to be executed and delivered this 30th day of June, 1998.

WESTWATER ENTERPRISES L.P.  
By: WYCHWOOD TRADING COMPANY,  
GENERAL PARTNER

By: 

Name: *Ivan Cohen*  
Title: *President*

STATE OF NEW YORK )  
 ) SS  
COUNTY OF NEW YORK )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby Certify that Ivan Cohen, personally known to me to be the Pres. of Wychwood Trading Company, the general partner of Westwater Enterprises, L.P., a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_ he signed and delivered such instrument, pursuant to authority given by the partnership of such limited partnership as his free and voluntary act, and as of the free and voluntary act and deed of such limited partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 30<sup>th</sup> day of June, 1998.

Karen S. Johnson  
Notary Public

My Commission Expires:

KAREN S. JOHNSON  
Notary Public, State of New York  
No. 31-4800973  
Qualified in New York County  
Commission Expires Feb. 28, ~~19~~ 2006