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FORM PTO-1618A
Expires 06/30/99
OMB 0651-1027

06-02-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101371292

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name **Productivity Incorporated**

Execution Date
Month Day Year
022599

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other **1624789**
- Citizenship/State of Incorporation/Organization **Connecticut**

Receiving Party

Mark if additional names of receiving parties attached

Name **Kraus Productivity Organization Ltd**

DBA/AKA/TA

Composed of

Address (line 1) **444 Park Avenue South**

Address (line 2)

Address (line 3) **New York** **New York** **10016**
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization **Oregon**

06/01/2000 DNGUYEN 00000126 1624289

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

06/01/2000 DNGUYEN 00000126 1624289 \$90.00 CR
Repl'n. Ref: 06/01/2000 DNGUYEN 00000126 1624289
DAH:500297
FC: 704

TRADEMARK
REEL: 002083 FRAME: 0051

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2) MAY 15

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Gerry A. Fifer

05112000

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, Productivity, Incorporated, (the "Assignor") a Connecticut corporation, having its offices at 541 NE 20th Avenue, Portland, Oregon 97232, is the owner of all right, title and interest in and to the trademark and service mark registrations and applications, including, without limitation, those listed on the attached Schedule A pertaining thereto which may include applications filed on the basis of applicant's bona fide intent to use such marks, together with all common law rights appurtenant thereto, used in Assignor's business (collectively, the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and attaching thereto (the "Goodwill"); and

WHEREAS, Assignor desires and has agreed to assign all right, title and interest in and to the Trademarks and Goodwill to Kraus Productivity Organization Ltd. (the "Assignee"), an Oregon corporation c/o The Kraus Organization Limited, 902 Broadway, New York, New York 10010, as successor to Assignor's assets and that portion of the business symbolized by the Trademarks and pertaining thereto;

WHEREAS, Assignee desires and has agreed to take assignment of the Trademarks and Goodwill;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title, and interest in and to the Trademarks and Goodwill, forever, including without limitation, the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relation to any of the Trademarks and Goodwill, or any license, agreement, contract or other matter relating thereto, forever.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which Trademarks are registered or in which applications included among the Trademarks are pending, to record the title of Assignee, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the Trademarks and Goodwill, and to issue the Certificate of Registration resulting from any application included among the Trademarks or renewal of any existing registration of any of the Trademarks to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor hereby warrants that on the date hereof it is the owner in fee of the Trademarks and Goodwill and Assignor has the legal right to sell the same as aforesaid and that this Trademark Assignment conveys to Assignee good title to the Trademarks and Goodwill on the date hereof, free and clear of all liens, encumbrances and other defects to title, and Assignor shall warrant and defend such title forever against all claims and demands.

This Assignment is effective as of the date hereof.

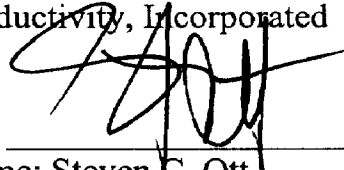
Assignor for itself, its successors and assigns agrees to execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record this Assignment including, without limitation, with the United Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which any of the Trademarks are or may be registered or in which applications for registration of any of the Trademarks are pending, under relevant laws of the United States and other jurisdictions, as soon as is practicable upon request by Assignee but not later than thirty (30) days after Assignee's request therefor.

This Trademark Assignment and the covenants and agreements contained herein shall be binding upon Assignor, its survivors and assigns and shall inure to the benefit of Assignee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this 25th day of February, 1999.

SEAL

Productivity, Incorporated



By: _____

Name: Steven C. Ott

Title: President

State of Oregon
County of Multnomah

On this 26 day of February, 1999, before me personally appeared Steven C. Ott to me personally known, who being duly sworn, did say that he is the President of Productivity, Incorporated and that he duly executed the foregoing instrument for and on behalf of Productivity, Incorporated, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Cathy A. Rossetto
Notary Public



Registered Trademarks

- VAM
- Value Adding Management
- CEDAC
- Productivity with design
- CEDAC (Canada)
- CEDAC (France)
- CEDAC (Germany)
- CEDAC (United Kingdom)