

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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

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

Execution Date
Month Day Year

Name

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

FOR OFFICE USE ONLY

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

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TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,063,599"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="527,264"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Bruce H. Little

03/14/2001

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

FERDINAND GUTMANN & CO., a New York corporation (the "Assignor"), is the owner of the trademarks, service marks, registrations and pending applications listed on Exhibit A attached hereto (collectively, the "Trademarks").

The Assignor has agreed, pursuant to that certain Asset Purchase Agreement dated the date hereof, by and among the Assignor, the shareholders of the Assignor, and FGC Acquisition Company LLC, a Delaware limited liability company (the "Assignee"), to assign all of its right, title and interest in and to the Trademarks to the Assignee.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged:

1. The Assignor sells, assigns and transfers to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Trademarks, as well as the right to recover and have damages and profits for past infringement, if any.
2. The Assignor further agrees, for itself and its legal representatives, to provide reasonable assistance to the Assignee, at the Assignee's expense, in the prosecution before the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and the Federal Courts of the United States and Canada, as applicable, of any matters relating to the Trademarks, including renewals, continuations, divisions, reissues, and substitutions, that the Assignee elects to make covering the Trademarks.
3. This Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.
4. The Assignor agrees that it will not execute any writing nor do any act whatsoever conflicting with this Assignment, and that the Assignor, its successors and assigns, will at any time upon request, without further or additional consideration, but at the Assignee's expense, execute such additional writings and do such additional acts, including the giving of testimony, as the Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Assignment, and in enforcing any rights relating hereto.
5. The Commissioner of Patents and Trademarks of the United States and the Registrar of Trade-marks for the Canadian Intellectual Property Office are authorized and requested to recognize the Assignee as the owner of the Trademarks, as applicable. The Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Trademarks of foreign countries to the Assignee as requested.

**EXHIBIT A TO TRADEMARK ASSIGNMENT
BY
FERDINAND GUTMANN & CO.
IN FAVOR OF
FGC ACQUISITION COMPANY LLC**

Reg. No.	U.S. Trademark	Reg. Date
1,063,599	SAF-LOK	April 12, 1977
527,264	SAFETY SEAL	July 4, 1950

Reg. No.	Canadian Trade-mark	Reg. Date
TMA 292,833	SCEAU DE SECURITE	July 6, 1984
TMA193,486	SAFETY SEAL	August 24, 1973

Doc# 1354866A1