

RE

02-12-2002
102016362

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

1. Name of conveying party(ies):

B.J. Alan Company

1-25-02

- Individual(s)
- General Partnership
- Corporation - State OHIO
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 1, 1998

2. Name and address of receiving party(ies):

Name: American Promotional Events, Inc.

Internal Address: _____

Address: _____

Street Address: 4511 Helton Drive

City: Florence State: Alabama Zip: 35630

City: _____ State: _____ Zip: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State ALABAMA

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,454,439

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ralph W. Kalish, Jr.

Internal Address:

Blackwell Sanders Peper Martin

Street Address: 720 Olive Street - 24th Floor

City: St. Louis State: MO Zip: 63101

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41)..... \$ 40

Enclosed

Authorized to be charged to deposit account

If insufficient, please debit Deposit Account Number

8. Deposit account number:: 11-0160

(Attach duplicate copy of this page if paying by deposit account)

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.

Ralph W. Kalish, Jr.

Name of Person Signing

Ralph W. Kalish, Jr.
Signature

12/12/01
Date

02/11/2002 AWNED1 00000132 2454439

01 Fee:481

40.00 DP

Total number of pages including cover sheet, attachments and document

4

712932.715

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

STLD01-906155-1

TRADEMARK
REEL: 002443 FRAME: 0445

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of this 1ST day of November, 1998, by and between American Promotional Events of Alabama, Inc., a corporation organized and existing under the laws of the State of Alabama ("APE"), and B.J. Alan Company, a corporation organized and existing under the laws of the State of Ohio ("BJA").

PREAMBLE

A. BJA is the exclusive owner of PARTY 2000 POPPERS, Reg. No. 2,454,439 (hereinafter known as the Mark), in the United States, all of its territories and possessions which is pending registration for and in connection with fireworks; and

B. APE is desirous of acquiring said Mark and BJA is desirous of assigning the same.

NOW THEREFORE, for good an

d valuable consideration, the sufficiency and receipt of which is hereby

acknowledged the parties agree as follows:

1. a. BJA hereby sells, assigns and transfers, absolutely and free from any and all encumbrances, liens and security interests, to APE, its successors and assigns forever, and APE assumes all of BJA's right, title, and interest in and to the Mark and any and all past and present statutory and common law rights and powers, the entire business and goodwill, and all rights of suit and action, both prior to, upon, and subsequent to the effective date of this Assignment, relating in any way to the aforesaid rights, title and interest in the Mark, and to retain any damages and other awards obtained as a result of any such action, unless otherwise agreed to by the parties.

2. BJA hereby represents and warrants that it is a corporation duly incorporated and validly existing and in good standing under the laws of the State of Ohio with full power and authority to enter into this Assignment and to perform its obligations hereunder.

3. BJA has taken all necessary corporate action for the execution, delivery and performance of this Assignment. This Assignment has been duly executed and constitutes a legal, valid and binding obligation of BJA enforceable according to its terms and does not violate any agreement, instrument or obligation to which BJA is a party or is directly or indirectly bound.

4. BJA is not a party to any pending suit, dispute or claim and has received no notice of any threatened suit, dispute or claim by any third party, regarding the registration, application or use of the Mark, nor is BJA aware of (i) any trademark, tradename, or other intellectual property right of any third party that would be an infringement of the Mark or would be infringed by APE's use of the Mark, or (ii) any third party's claim of ownership of any right, title or interest in and to, or license to use, the Mark, including but not limited to security interests, liens or other encumbrances.

5. BJA shall indemnify and hold APE harmless from and against all claims, damages, liabilities and costs including reasonable attorneys' fees arising out of in connection with (i) any breach of any representation or warranty made by BJA herein or (ii) any and all past use by BJA or its licensees or affiliates of the Mark.

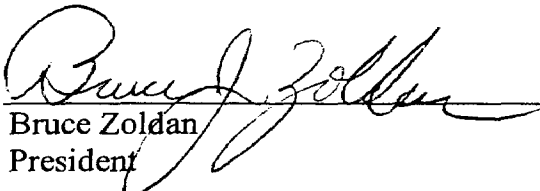
6. This Assignment and the rights obtained herein shall inure to the benefit of APE and its respective successors and assigns as fully and entirely as the same would have been held by BJA had such sale, assignment, and transfer not been made.

7. Further, in the event BJA's aforesaid application is not assignable for any reason, BJA will undertake, at its own expense, to withdraw its application cancel its registration with respect thereto in coordination with APE, including but not limited to, filing a new application to register the Mark for the Goods in its name.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

B.J. ALAN COMPANY

By: 
Name: Bruce Zoldan
Title: President

ASSIGNEE

AMERICAN PROMOTIONAL EVENTS
OF ALABAMA, INC.

By: 
Name: ~~Bruce Zoldan~~ Kathie Pendergrass
Title: ~~President~~ Vice-President