

12-17-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies): National Sales Company LLC d/b/a Dynamic Design

11-27-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - New Jersey, Other

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

- Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: November 15, 2002

2. Name and address of receiving party(ies)

Name: Ames Planter, Inc.

Internal

Address:

Street Address: 465 Railroad Avenue

City: Camp Hill State: PA Zip: 17011

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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)

2,462,918; 2,278,385

Additional number(s) attached Yes No

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

Name: Stanley Seuradge

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: N.Y. Zip: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

(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.

Stanley Seuradge

Handwritten signature

November 26, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

12/16/2002 TDIAZ1 00000043 500675 2462918

01 FC:852A 40.00 CH 02 FC:8522 25.00 CH

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

TRADEMARK REEL: 002634 FRAME: 0197

**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made this 5<sup>th</sup> day of November, 2002, by and between National Sales Company, LLC d/b/a Dynamic Design a New Jersey limited liability company, with a place of business at 19-40 Hazen Street East Elmhurst, NY 11370 (“**Assignor**”), and Ames Planter, Inc., a Delaware corporation, with a place of business at 465 Railroad Avenue Camp Hill, Pennsylvania 17011 (“**Assignee**”).

WHEREAS, Assignor has adopted and used the trademarks (1) FEATHER LITE and (2) WRISTSAVER (collectively, the “**Marks**”) in connection with various goods and services, including as identified in the respective registrations of the Marks with the U. S. Patent and Trademark Office owned by Assignor (collectively, the “**Registrations**”), namely:

<u>Mark</u>	<u>U.S. Registration No.</u>
FEATHER LITE	2,462,918
WRISTSAVER	2,278,385

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to grant to Assignee, all of Assignor's right, title and interest in and to the Marks, including any and all trademark registrations and registration applications relating thereto, together with the goodwill of Assignor connected with the use of, and symbolized by, the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby grants, conveys, assigns and transfers to Assignee, by execution hereof, any and all of Assignor's right, title and interest in and to the Marks, together with the goodwill of Assignor symbolized by same and connected with the use thereof, the right to sue and recover for past infringements thereof and the right and interest in and to any and all proceeds therefrom, and any and all trademark registrations and registration applications relating thereto, including without limitation the Registrations, as well as all rights of renewal and extension of the Registrations.

NATIONAL SALES COMPANY LLC  
d/b/a DYNAMIC DESIGN

By:  \_\_\_\_\_

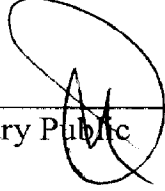
Name: JAY BLAU

Title: Member

Date: 11-15-02

STATE OF NY )  
 ) SS  
COUNTY OF NY )

On this 15<sup>th</sup> day of November, 2002, before me appeared JAY BLAU, the person who signed this instrument, who acknowledged that (s)he signed it as a free act on behalf of National Sales Company, LLC d/b/a Dynamic Design with authority to do so.

  
\_\_\_\_\_  
Notary Public

2005