

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Productivity, Incorporated		02/25/1999	CORPORATION: CONNECTICUT
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RECEIVING PARTY DATA

Name:	Kraus Productivity Organization Ltd.
Doing Business As:	Productivity, Incorporated
Street Address:	100 Commerce Drive
Internal Address:	Suite 120
City:	Shelton
State/Country:	CONNECTICUT
Postal Code:	06484
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 8

Property Type	Number
Serial Number:	76467597
Registration Number:	1716726
Serial Number:	76467599
Registration Number:	1221304
Registration Number:	1173109
Registration Number:	1593405
Registration Number:	1425529
Registration Number:	385625

CORRESPONDENCE DATA

**TRADEMARK
REEL: 002668 FRAME: 0511**

OP \$215.00 76467597

Fax Number: (503)695-3459

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5039972200

Email: akanalaw@attbi.com

Correspondent Name: Akana K.J. Ma

Address Line 1: One S.W. Columbia Street

Address Line 2: Suite 777

Address Line 4: Portland, OREGON 97258

ATTORNEY DOCKET NUMBER:

AKM-KPOL-ASSIGN

NAME OF SUBMITTER:

Akana K.J. Ma

Total Attachments: 3

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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.

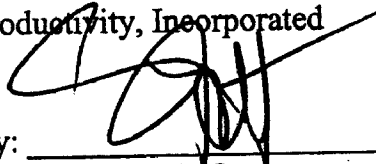
Assignor for itself, its successors and assigns agrees to execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers and other appropriate documentation, and take all additional actions, necessary to effectuate, 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: _____

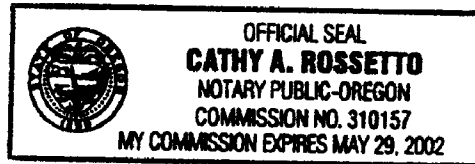
Name: Steven C. Ott

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 Kingd.