

9/22/03

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HEET

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

102557409

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, D.C. 20231
Original documents or copy thereof.

1. Name of conveying party(ies):

Clear Conscience, LLC

- Individual(s)
- General Partnership
- Corporation
- Other: Limited Liability Company
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Zoots Corporation

Street Address: 27 Needham Street

City: Newton State: MA ZIP: 02461-1615

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation: Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
2003 SEP 22 PM 2:37
FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: September 9, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,677,506

Additional numbers attached? Yes No

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

Name: E. Page Wilkins

Internal Address: Choate, Hall & Stewart

Street Address: Exchange Place
53 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account (if underpayment)

8. Deposit account number: 03-1721

(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.

E. Page Wilkins

Name of person signing

Signature

8/19/03
Date

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

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

09/24/2003 ECDOPER 00000002 2677506

01 FC:8521

40.00 DP

ASSIGNMENT OF TRADEMARK

WHEREAS, Clear Conscience, LLC ("Assignor"), a Massachusetts limited liability company with a principal place of business at 25 Prospect Street, Framingham, MA 01701, is the owner of the entire right, title and interest in and to the trademark "Cleaner by Nature" (Registration Number 2677506) (the "Mark") and the good will related thereto;

WHEREAS and Zoots Corporation, a Delaware corporation ("Assignee") wishes to acquire, and Assignor wishes to assign, Assignor's entire right, title and interest in and to the Mark and the goodwill of the business in connection with which the aforesaid Mark have been used;

WHEREAS, Assignor will be transferring other assets to Assignee pursuant to a Bill of Sale, Assignment and Assumption Agreement dated as of September 9, 2003;

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to said Mark, together with the goodwill of the business in connection with which the aforesaid Mark has been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Mark; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Agreement; (c) in obtaining any additional protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Agreement.


3. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

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TRADEMARK
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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective this 9th day of September, 2003.

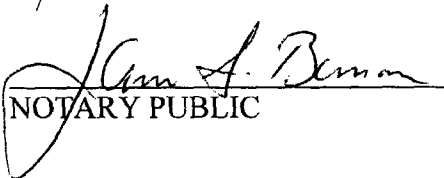
CLEAR CONSCIENCE, LLC

By 
Name: JACK P. KUTNER
Title: MEMBER

STATE OF MA Date: September 9, 2003

COUNTY OF ~~NORFOLK~~ MIDDLESEX, ss.

Then personally appeared JACK P. KUTNER, who acknowledged that he is the MEMBER of Clear Conscience, LLC and that he executed the foregoing Assignment on behalf of Clear Conscience, LLC as his free act and deed, before me.


NOTARY PUBLIC

My Commission Expires: AUGUST 6, 2004

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