

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GERI-CARE PRODUCTS, L.L.C.	J.S.L.R. COMPANY, L.L.C. and also f/k/a Blessings Corporation	09/14/2004	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA	
Name:	THE STRONGWATER GROUP LLC
Street Address:	250 SOUTH VAN BRUNT STREET
City:	ENGLEWOOD
State/Country:	NEW JERSEY
Postal Code:	07631
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	1152279	GERI-CARE
Registration Number:	1490764	FREEDOM FIT
Registration Number:	1372654	COMFORT QUILT
Registration Number:	1399290	CONTAIN
Registration Number:	1537181	CONFIDENCE ELITE BRIEF
Registration Number:	2525039	BEST YET

CORRESPONDENCE DATA	
Fax Number:	(973)491-3408
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(973) 491-3326
Email:	blp@stjohnlaw.com
Correspondent Name:	Brian L. Petrequin, Esq.
Address Line 1:	Two Penn Plaza East, 10th Floor
Address Line 2:	St. John & Wayne, L.L.C.
Address Line 4:	Newark, NEW JERSEY 07105-2249

CH \$165.00 1152279

ATTORNEY DOCKET NUMBER:

4199.01

NAME OF SUBMITTER:

Brian L. Petrequin, Esq.

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** is made effective as of the 14th day of September, 2004 by and between **GERI-CARE PRODUCTS, L.L.C.**, a New Jersey limited liability company, having a principal place of business at 250 Moonachie Avenue, Moonachie, New Jersey 07074 ("Assignor"), and **THE STRONGWATER GROUP LLC**, a New Jersey limited liability company with a principal place of business located at 250 South Van Brunt Street, Englewood, New Jersey 07631 ("Assignee").

WHEREAS, Assignor has adopted and used in its business certain trademarks and trade names, which include, but are not necessarily limited to, those identified in and listed on Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, the Assignee is acquiring all of the Trademarks from Assignor in connection with Assignor's contribution of all assets of Assignor (other than real property);

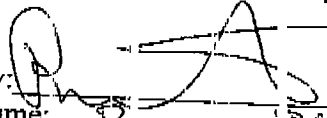
NOW, THEREFORE, in consideration of and exchange for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the good will symbolized by and associated with the business in connection with which the Trademarks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks.

2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer on the date first above written.

GERI-CARE PRODUCTS, L.L.C.,
a New Jersey limited liability company

By: 
Name: Bruce Stogard
Title: General Manager

Schedule A

Any and all U.S. and foreign pending, registered, unregistered, cancelled, and abandoned trademarks/service marks owned by Geri-Care Products, L.L.C. (f/k/a J.S.L.R. Company, L.L.C.) and its predecessors in interest (including, without limitation, Blessings Corporation), including, but not limited to, the following:

<u>NAME/TITLE</u>	<u>REGISTRATION NO. APPLICATION NO.</u>	<u>DATE OF REGISTRATION APPLICATION</u>
Geri-Care	U.S. Reg. No. 1,152,279	Registered 4/28/81
Geri-Care	Benelux Reg. No. 386,939	Registered 11/9/92 [#]
Geri-Care	Denmark Reg. No. 04796/1992	Registered 6/5/92
Geri-Care	England Reg. No. b1185072	Registered 11/10/89*
Geri-Care	Finland Reg. No. 115325	Registered 12/5/91*
Geri-Care	Norway Reg. No. 149418	Registered 2/27/92 [#]
Geri-Care	Portugal Reg. No. 262120	Registered 8/28/92 [#]
Geri-Care	Sweden Reg. No. 228,030	Registered 11/22/91 [#]
Geri-Care	Switzerland Reg. No. 378528	Registered 12/29/89
Geri-Care	Austria Reg. No. 130880	Registered 5/15/90 [#]
Geri-Care	France Reg. No. 182,722	Registered 1/24/90 [#]
Geri-Care	Germany Reg. No. 1184281	Registered 1/3/90 [#]
Geri-Care	Greece Reg. No. 98006	Registered 3/12/90 [#]
Geri-Care	Italy Reg. No. 00590678	Registered 1/26/90 [#]
Buffins	U.S. Reg. No. 1,718,285	Registered 9/22/92*
Freedom Fit	U.S. Reg. No. 1,490,764	Registered 6/7/88
Freedom Fit	Canada Reg. No. 367446	Registered 4/6/90
Freedom Fit	Italy Reg. No. 510179	Registered 4/9/87 [#]
Comfort Quilt	U.S. Reg. No. 1,372,654	Registered 11/26/85
Contain	U.S. Reg. No. 1,399,290	Registered 7/1/86
Confidence Elite Brief	U.S. Reg. No. 1,537,181	Registered 5/2/89
Comfort Fit	U.S. Reg. No. 1,991,074	Registered 8/6/01*
Extreme	USPTO Serial #76/251,293	Pending 5/4/01*
Best Yet	U.S. Reg. No. 2,525,039	Registered 1/1/02
Geri-Care of Blessing Corp	German Reg. No. 1 184 281	#
Intera	Common law	Unregistered
Linensaver	Common law	Unregistered
Confidence	Common law	Unregistered

Current status is unavailable at time of conveyance and it is not known if such registration is current and active.

* This mark has been cancelled, abandoned, or has expired for failure to maintain registration or successfully prosecute an application.

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