

09-21-1999



To the Honorable Commissioner of

101150081

attached original documents or copy thereof.

1. Name of conveying party(ies):

Berwick Industries, Inc.

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

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Dates: July 14, 1999 and July 15, 1999

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

Berwick Delaware, Inc.
1105 North Market Street, Suite 1300
Wilmington, Delaware 19801

A Delaware corporation

Additional name(s) & addresses attached? ☐ Yes ☒ No

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

A. Patent Application No.(s)

B. Patent No.(s) D328,767

Additional numbers attached ☐ Yes ☒ No

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

Stephen J. Meyers, Esq.
Seidel, Gonda, Lavorgna & Monaco, P.C.
1800 Two Penn Center Plaza
Philadelphia, PA 19102

Attorney Docket No. 9446-46

6. Total number of applications and patents involved: 1

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

- ☐ Enclosed
☒ authorized to be charged to deposit account

8. Deposit Account Number: 19-1135

DO NOT USE THIS SPACE

9. 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.

STEPHEN J. MEYERS

Name of Person Signing

Signature

13 September 1999

Date

Total number of pages including cover sheet, attachments, and document: 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/17/1999 MTHAII 00000105 191135 0328767

01 FC:581

40.00 CH

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF INTELLECTUAL PROPERTIES

WHEREAS, Berwick Industries, Inc., a Pennsylvania corporation, having a place of business at Bomboy Lane and Ninth Street, Berwick, PA 18603 ("Assignor") is (i) the owner of the patents listed on the attached **Schedule A**; (ii) the owner of the copyrights listed on the attached **Schedule B**; and (iii) the owner of the trademarks listed on attached **Schedule C** (hereinafter (i), (ii) and (iii) above are collectively referred to as "Intellectual Properties");

WHEREAS, Berwick Delaware, Inc., a Delaware Corporation, having a place of business at Suite 1300, 1105 North Market Street, Wilmington, DE 19801, (hereinafter referred to as "Assignee") is desirous of acquiring said Intellectual Properties.

NOW, THEREFORE, to all whom it may concern, be it known that for an in consideration of the sum of One Dollar (U.S. \$1.00) and other good and valuable consideration to it paid, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the Assignor, by these presents does hereby sell, assign and transfer unto the Assignee, the entire right, title and interest in and to the aforesaid Intellectual Properties, including, but not limited to, the registrations, together with the goodwill of the business connected with the use of the Intellectual Properties. Assignee accepts full and entire ownership of the Intellectual Properties with all the rights and privileges attached thereto.

And for said consideration, Assignor has sold, assigned, and set over, and hereby does sell, assign, and set over unto Assignee, its successors and assigns, any and all claims, demands or rights of action which Assignor has or might have to recover damages and profits, or either, by reason of any infringement or infringements of any of said Intellectual Properties prior to the date

of this Assignment, together with the right to the Assignee, its successors and assigns to prosecute such demands or rights of action in its own name.

And, the Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in contravention of the interests assigned herein and herewith consents to recordation of assignment of said Intellectual Properties to Assignee, its successors and assigns. Assignor, its successors and assigns, covenants and agrees to execute at no cost to Assignee any further documents and do such other acts and things as may be necessary and proper to permit Assignee, its successors and assigns, to vest the full title of said Intellectual Properties in Assignee, its successors and assigns, and record the same throughout the world.

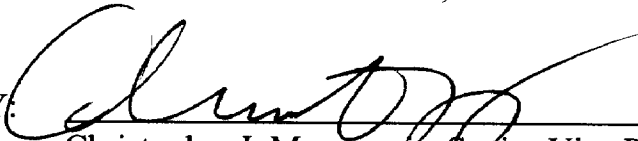
IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized respective officers and their corporate seals to be hereto affixed.

ASSIGNOR:

BERWICK INDUSTRIES, INC.

Dated: 7/14/99

BY:



Christopher J. Munyan, its Senior Vice President
Finance and Administration

ASSIGNEE:

BERWICK DELAWARE, INC.

Dated: 7/15/99

BY:



David W. Dupert, its Vice President

SCHEDULE A
TO ASSIGNMENT OF INTELLECTUAL PROPERTIES

PATENTS

U.S. Design Pat. No. Des 328,767
Canadian Design Patent No. 69380

Schedule A-1

SCHEDULE B
TO ASSIGNMENT OF INTELLECTUAL PROPERTIES

COPYRIGHTS

Copyrights and Applications:

Unregistered copyrights for all artwork and designs included in the Assets, specifically, all artwork and designs appearing on the printing plates identified on Attachment 1 hereto and the Inventory. For purposes of this Schedule B, the terms "Assets" and "Inventory" have the meanings set forth in the Purchase Agreement dated April, 30 1999, between Assignor and Assignee).

Schedule B-1

AFFINITY DIVERSIFIED INDUSTRIES, INC.
4 INCH CIRCLE BALLOON PLATES

Plate Set	Affinity Product No.	Anagram Product No.	Product Description
1	06101	62180902	Birthday Grid/White
	06102	62081202	Birthday Grid/Red
2	06104	62382902	Birthday Swirls/Pink
	06108	63280602	Birthday Swirls/Yellow
	06112	62383102	Birthday Swirls/Black
	06113	62383302	Birthday Swirls/Teal
	06114	62282702	Birthday Swirls/Wht-Purple
	06115	0066702	Birthday Swirls/Melon
3	06105	62381302	Over The Hill
4	06123		You're So Special Hearts
5	06141	0383602	Birthday Balloons/White
	06142	0383402	Birthday Balloons/Red
6	06148	0340902	On Your Wedding
7	06154	62381202	Happy Anniversary
8	06156	62381502	For Your Shower
9	06163	62381702	Baby Shower/White
	06167	62280002	Baby Shower/Yellow
10	06175	0565602	Baby/Yellow

11	06190	810	Merry Xmas Red
	06191	1811	Merry Xmas Green
	06195	1812	Merry Xmas White
12	06192	1810	Happy Holidays Red
	06193	811	Happy Holidays Blue
13	06196	620674	Valentine Script Red
	06197	620675	Valentine Script White
14	06146		Birthday Old Biddy
15	06147		Birthday Old Coot

**AFFINITY DIVERSIFIED INDUSTRIES, INC.
2 INCH CIRCLE BALLOON PLATES**

Plate Set	Affinity Product No.	Anagram Product No.	Product Description
1	04102	0341002	Birthday Red
	04103	0341102	Birthday Blue (Royal)
	04108	32380602	Birthday Yellow
	04113	32383302	Birthday Teal
	04114	32282702	Birthday White/Purple
2	04141	3837	Birthday Balloons White
	04142	3835	Birthday Balloons Red
3	04105	323813	Over The Hill
4	04123		You're So Special Hrts
5	04148	3409	On Your Wedding
6	04154	323812	Happy Anniversary
7	04156	323815	For Your Shower
8	04163	323817	Baby Shower White
	04167	322800	Baby Shower Yellow
9	04191	52582	Christmas Tree Green
	04194	3405	Santa
Gang Print	04193	3406	Joy
	04192	3407	Happy Holidays
	04195	3408	Christmas Train
	04190	52581	Christmas Tree Red
10	04196	310673	Valentine Script Red
	04197	310674	Valentine Script White

SCHEDULE C
TO ASSIGNMENT OF INTELLECTUAL PROPERTIES

TRADEMARKS

Unregistered Trademarks:

BALLOON-IN-A-BOW

Registered Trademarks:

None.

Pending Applications for Trademarks:

None.

Schedule C-1