

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSET TRANSFER
CONVEYING PARTY DATA	
Name	Execution Date
BUTLER HOME PRODUCTS, INC.	02/14/2003
RECEIVING PARTY DATA	
Name:	BUTLER HOME PRODUCTS, LLC
Street Address:	237 CEDAR HILL STREET
City:	MARLBOROUGH
State/Country:	MASSACHUSETTS
Postal Code:	01752
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5642551
CORRESPONDENCE DATA	
Fax Number:	(860)724-3397
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	egrondahl@mccarter.com
Correspondent Name:	Eric E. Grondahl, Esq.
Address Line 1:	McCarter & English, LLP
Address Line 2:	185 Asylum Street, CityPlace I
Address Line 4:	Hartford, CONNECTICUT 06103-3495
ATTORNEY DOCKET NUMBER:	114386.00014
NAME OF SUBMITTER:	Kristian E. Ziegler
Total Attachments: 9 source=Asset Transfer Agreement#page1.tif source=Asset Transfer Agreement#page2.tif source=Asset Transfer Agreement#page3.tif source=Asset Transfer Agreement#page4.tif source=Asset Transfer Agreement#page5.tif	

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ASSET TRANSFER AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That BUTLER HOME PRODUCTS, INC., a Massachusetts corporation (the "Corporation"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer and deliver unto Butler Home Products, LLC (the "Company"), free and clear of all Liens except Permitted Liens, all of the Corporation's right, title and interest in and to all of the properties, assets and rights of the Corporation listed on Schedule 1 hereto (the "Transferred Assets"); provided, however, that the Transferred Assets shall not include any of the Corporation's right, title and interest in and to the "Excluded Assets" listed on Schedule 2 attached hereto.

All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in that certain Membership Interest Purchase Agreement dated as of January 6, 2003.

The Corporation further transfers, assigns and sets over to the Company, and the Company hereby assumes and agrees to timely pay, perform and discharge, all of the Assumed Liabilities and to indemnify and hold the Corporation harmless with respect thereto. The term "Assumed Liabilities" shall mean the obligations and liabilities of the Corporation listed on Schedule 3 hereto. Unless specifically listed on Schedule 3, the Company shall not assume or be liable for any liability or obligation of the Corporation.

To the extent that any of the contracts to be assigned to the Company herein shall be non-assignable or shall require the consent of the other party or parties hereto, this instrument shall not constitute an assignment thereof, and to the extent that the assignment of any of such contracts shall require the consent of the other party thereto, this instrument shall not constitute an assignment of the same if such consent has not been given and if an assignment or attempted assignment without such consent of said other party would constitute a breach thereof or in any way adversely affect the rights, powers, privileges, or liabilities of the Corporation or the Company thereunder.

The parties agree to take such further actions and to execute and deliver such further documents, if any, as may be reasonably necessary or desirable in order to effectuate the intent of the foregoing, including the use of reasonable efforts to obtain the consent of the third party or parties to any contract to which such consent is necessary to the assignment thereof.

TO HAVE AND TO HOLD the said Transferred Assets to the Company and its successors and assigns to their own use and behalf forever.

This Asset Transfer Agreement may be executed in multiple counterparts, each of which

shall be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF each of the parties hereto has caused this Asset Transfer Agreement to be executed and sealed on its behalf by its duly authorized representative as of this ~~14th~~ day of February, 2003.

BUTLER HOME PRODUCTS,
INC.

By: 
Its President
Hereunto duly authorized

BUTLER HOME PRODUCTS, LLC

By: _____
Douglas J. Bradshaw
Chairman of the Board of Managers

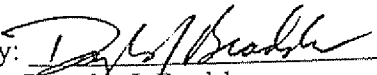
SIGNATURE PAGE TO ASSET TRANSFER AGREEMENT

IN WITNESS WHEREOF each of the parties hereto has caused this Asset Transfer Agreement to be executed and sealed on its behalf by its duly authorized representative as of this ~~14th~~ day of February, 2003.

BUTLER HOME PRODUCTS,
INC.

By: _____
Its President
Hereunto duly authorized

BUTLER HOME PRODUCTS, LLC

By: 
Douglas J. Bradshaw
Chairman of the Board of Managers

SIGNATURE PAGE TO ASSET TRANSFER AGREEMENT

SCHEDULE 1

TRANSFERRED ASSETS

- (a) Machinery, Equipment and Personalty: all the fixtures, machinery, equipment, furniture, appliances, inventories, supplies and other items of tangible and intangible personal property of every kind and character owned or used by the Corporation, including without limitation those listed on Exhibit A to this Schedule 1;
- (b) Contractual Rights: all rights and benefits of the Corporation under any and all contracts to which the Corporation is a party, as listed on Exhibit B to this Schedule 1;
- (c) Accounts Receivable: all accounts and notes receivable of the Corporation as of the Closing Date;
- (d) Inventory: all inventories of products and supplies of the Corporation, as listed on Exhibit C to this Schedule 1;
- (e) Permits: to the extent that such are legally assignable and subject to the receipt of any necessary consents to assignment, the rights of the Corporation in, to and under the governmental licenses, permits and other authorizations necessary or useful in the operation of the Business, as listed on Exhibit D to this Schedule 1;
- (f) Prepaid Expenses: all prepaid expenses of the Corporation relating to the Business, including without limitation all prepaid rent, insurance, freight deposits and other prepaid items or deposits and deferred charges;
- (g) Goodwill: the goodwill of the Business and its value as a going concern;
- (h) Claims: all claims, judgments and rights or actions against third parties which relate to the Transferred Assets, the Assumed Liabilities or the Business;
- (i) Marketing Materials: all rights of the Corporation in and to all marketing materials, catalogues, brochures, mailing lists used in the Business;
- (j) Cash: all cash on hand and on deposit as of the Closing Date, including, without limitation, that certain lockbox account with Fleet National Bank number 935690-1302; and
- (k) Records: all books and records of the Corporation relating to its Business and to the Transferred Assets, including without limitation business, sales and accounting records, and supplier, dealer and customer lists, but excluding the Corporation's minute book and stock records, and subject to the Corporation's right to inspect, review and/or copy such books and records during business hours upon reasonable advance notice to the Company.

Case Number	Client Ref	Mark	Rep TM Aty C1	Serial Number	Filing Date	Reg Number	Reg Date	Status/ Present Owner
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UNITED STATE PATENT APPLICATIONS

7001		IMPROVED DUSTPAN UTILITY PATENT 1. Footer 2. Cann	RJP	08/63628 4	04/23/96	5826297	10/27/98	Issued 10/07/98
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Easy Day Mfg. Co.

7002		TWIST MOP UTILITY PATENT 1. Cann 2. Agrela		08/68417 6	07/19/96	5642551	07/01/97	Issued 07/01/97
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Easy Day Mfg. Co.

7003		TWIST MOP (CIP OF E0231/7002) 1. Cann		08/79885 4	02/12/97	5819356	10/13/98	Issued 09/23/98
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Easy Day Mfg. Co.

7004		COMBINATION MOP AND WIPER 1. Footer	RJP	08/84144 1	04/22/97	5920942	07/13/99	Issued 07/13/99
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Easy Day Mfg. Co.

Case Number	Client Ref	Mark	Rep TM Atty C1	Serial Number	Filing Date	Reg Number	Reg Date	Status/ Present Owner
7005		DUST PAN (DESIGN) DESIGN PATENT (FWC OF E0231/7000, S/N/ 29/050, 747 1. Footer 2. Cann	RJP	29/07547 9	06/19/97	D398115	09/08/98	Issued 08/19/98

Easy Day Mfg. Co.

7006		COMBINATION MOP AND WIPER (CIP OF E0231/7004) 1. Footer 2. Ball 3. Coonahan	RJP	09/06706 3	04/27/98	6003187	12/21/99	Preliminary Notice of Issue 12/15/99
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see file for info on 2 more inventors; Assign from Footer Record 6/10/98 9301/0830;

Easy Day Mfg. Co.

7007		REMOVABLE CLEANING ELEMENT FROM MOP 1. Footer 2. Ball 3. Coonahan	RJP	09/06728 1	04/27/98	6058548	05/09/00	Issued 05/03/00
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Case Number	Client Ref	Mark	Rep TM Aty C1	Serial Number	Filing Date	Reg Number	Reg Date	Status/ Present Owner
7008		MOP HEAD DESIGN PATENT APPLN 1. Footer 2. Ball 3. Honan	RJP	29/08718 6	04/28/98	D417934	12/21/99	Issued 12/16/99 Easy Day Mfg. Co.
				see file for info on 2 more inventors; Assign Footer Record 7/6/98 9307/0015;				
7014		MOP HANDLE 1. Silverman	RJP	29/16200 6	06/06/02			Issue Fee Paid 09/27/02 Butler Home Products, Inc.
				Assign-Ball 12/04/98 Reel 9619/Frame 0152; Assign-Honan 12/04/98 Reel 9619/Frame 0241;				
7015		MOP HANDLE 1. Silverman	RJP	29/16200 1	06/06/02			Issue Fee Paid 09/27/02 Butler Home Products, Inc.

Case Number	Client Ref	Mark	Rep TM Aty C1	Serial Number	Filing Date	Reg Number	Reg Date	Status/ Present Owner
<u>CANADIAN TRADEMARKS</u>								
2014 CA		BUTLER AND DESIGN TM-WHITE HAIR/DARK SHIRT	EFP	1008458	03/15/99			Response due 04/02/03
2035 CA		DUSTALL & DESIGN	EFP	1031044	10/01/99	TMA55977 3	03/27/02	Renewal Due on 03/27/17
2037 CA		BUTLER & DESIGN	EFP	1084115	11/27/00			Response due 09/11/03

CANADIAN PATENT APPLICATIONS

7088 CA		MOP HEAD DESIGN PATENT APPLN 1. Footer 2. Ball 3. Honan	1998- 2624	10/27/98	87781	10/15/99	Issued 10/15/99
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Easy Day Mfg. Co.