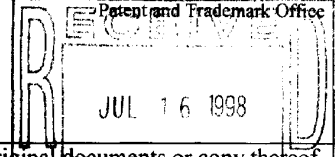


07-22-1998



100770391



3ET

MED 7-16-98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Design Trend, Inc.

Individual Association
 General Partnership Limited Partnership
 Corporation-State Ohio
 Other _____

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

2. Name and address of receiving party(ies)
Name: Whitney Corr-Pak International, Inc.
Internal Address: _____
Street Address: 19 East Kimberly Road
City: East Brunswick State: New Jersey Zip: 08816

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional names(s) & addresses(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 28, 1996

4. Application number(s) or registration number(s): SEE ATTACHED SCHEDULE I
A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence should be mailed:
Name: Polster, Lieder, Woodruff & Lucchesi, L.C.
Internal Address: Suite 230
Street Address: 763 South New Ballas Road
City: St. Louis State: MO Zip: 63141

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$340.00
 Enclosed
 Authorized to be charged to deposit account in case of any deficiency.

8. Deposit account number: 16-2201
(Attach duplicate copy of this page if paying by deposit account)

07/20/1998 DNGUYEN 00000312 1494285
01 FC:481 40.00 DP
02 FC:482 300.00 DP

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.

McPherson D. Moore McPherson D. Moore July 13, 1998
Name of person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail document to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, DC 20231

SCHEDULE 1

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
1. AMERICAN HOMEWARE and Design	1,494,285	June 28, 1988
2. AMERICAN HOMEWARE and Design	1,494,620	June 29, 1988
3. CEDARSTOW	1,334,321	May 7, 1985
4. DELUXE STURDY PLUS	1,941,585	December 12, 1995
5. DESIGN TREND	1,485,300	April 19, 1988
6. DESIGN TREND DT and Design	1,201,135	July 13, 1982
7. HAMPER SCAMPER	1,515,413	December 6, 1988
8. HAMPER THAT GOES!	1,324,646	March 12, 1985
9. HAMPER THAT ROLLS!	1,371,961	November 19, 1985
10. IN TRANSIT and Design	1,598,598	May 29, 1990
11. LOCKER STOCKER	1,415,931	November 4, 1986
12. PRESS PLUS	1,933,956	November 7, 1995
13. STURDY PLUS	1,933,955	November 7, 1995

**TRADEMARK, SERVICE MARK AND
TRADE NAME ASSIGNMENT**

THIS TRADEMARK, SERVICE MARK AND TRADE NAME ASSIGNMENT ("Assignment") is made and entered into as of this 29th day of March, 1996, ("Effective Date"), by and between Design Trend, Inc., an Ohio corporation, with its principal office at 30195 Chagrin Boulevard, Pepper Pike, OH 44124 ("Assignor"), and Whitney•Corr-Pak International, Inc., a Delaware corporation, with its principal office at 19 East Kimberly Road, East Brunswick, New Jersey 08816 ("Assignee").

WHEREAS, Assignor, Assignor's parent, The Tranzonic Companies, an Ohio corporation ("Tranzonic"), and Assignor's subsidiary, Every-Ready Appliance Mfg. Co., a Missouri corporation ("Ever-Ready", and collectively with Assignor and Tranzonic, the "Seller Parties") and Assignee have entered into that Asset Purchase Agreement, dated February 29, 1996 (the "Purchase Agreement"), pursuant to which the Seller Parties have agreed, *inter alia*, to cause Assignor to assign to Assignee certain assets relating to the intellectual property of Assignor's business, including without limitation (a) those trademarks and service marks and United States trademark and service mark registrations and applications for registration identified and set forth on Schedule A attached hereto; and (b) those unregistered trademarks, service marks and trade names identified and set forth on Schedule B attached hereto (all of the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, 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 Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter. including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks in the U.S. Patent and Trademark Office.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 29th day of March, 1996.

DESIGN TREND, INC.

WHITNEY-CORR-FAX INTERNATIONAL, INC.

By: Alayne L. Reitman
Name: Alayne L. Reitman
Title: Vice President

By: [Signature]
Name: Thomas J Formelo
Title: Vice President

STATE OF ILLINOIS)
COUNTY OF COOK) ss.:

On this 28th day of March, 1996 there appeared before me Alayne L. Reitman, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Design Trend, Inc.

"OFFICIAL SEAL"
FRANCES M. HOHENBERGER
Notary Public, State of Illinois
Commission Expires July 26, 1996

Frances M Hohenberger
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) ss.:

On this 28th day of March, 1996, there appeared before me Thomas J. Formelo, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Whitney-Corr-Fax International, Inc.

Thaddine Gomez
Notary Public

"OFFICIAL SEAL"
THADDINE GOMEZ
Notary Public, State of Illinois
My Commission Expires Sept. 30, 1998

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
DESIGN TREND AND DESIGN	1,201,135	07/13/82
HAMPER-THAT-GOES!	1,324,646	03/12/85
CEDARSTOW	1,334,321	05/07/85
HAMPER-THAT-ROLLS!	1,371,961	11/19/85
LOCKER STOCKER	1,415,931	11/04/86
DESIGN TREND	1,485,300	04/19/88
AMERICAN HOMEWARE AND DESIGN	1,494,285	06/28/88
AMERICAN HOMEWARE AND DESIGN	1,494,620	06/28/88
HAMPER SCAMPER	1,515,413	12/06/88
VAC PACK	1,533,778	08/29/89
IN TRANSIT AND DESIGN	1,598,598	05/29/90
STURDY PLUS	1,933,955	11/07/95
PRESS PLUS	1,933,956	11/07/95
DELUXE STURDY PLUS	1,941,585	12/12/95

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>
PRESS & SIT PLUS	74/473,777	12/22/93
DESIGN TREND AND DESIGN	74/450,976	10/22/93
DESIGN TREND AND DESIGN	74/450,977	10/22/93