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To the Honorable Commissioner of

100799830

the attached original documents or copy thereof.

1. Name of conveying party(ies):

MRD

Linden Corporation

8-13-98

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

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

3. Nature of conveyance:

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

Execution Date: July 20, 1998

2. Name and address of receiving party(ies)

Name: Walden-Hays, Inc.

Internal Address:

Street Address: 853 Broadway

City: New York State: NY ZIP: 10003

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,942,482

Additional numbers attached? Yes No

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

Name: Rowena S. DeLeon

Internal Address: Lever House

19th floor

Street Address: 390 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

21-0043

(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.

Rowena S. DeLeon
Name of Person Signing

Rowena DeLeon
Signature

3

Date

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

08/18/1998 TTOK13 0000043 210043 1942482

01 FC-46 12/98

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

TRADEMARK

REEL: 1769 FRAME: 0680

TRADEMARK ASSIGNMENT AND AGREEMENT

Assignment and Agreement effective as of July 20, 1998 between Walden-Hays, Inc., located at 853 Broadway, New York, New York, 10003, (hereinafter referred to as "Assignee"), and Linden Corporation, 1105 North Market Street, Wilmington, Delaware 19801, (hereinafter referred to as "Assignor").

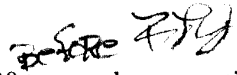
WHEREAS, Assignor has used the mark FREESIA FIELDS (the "Trademark") on and in connection with household deodorants, room deodorizers, carpet and rug deodorizers and air fresheners, and represents that it is the owner of said mark and the following trademark registration in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
FREESIA FIELDS	1,942,482	December 19, 1995

WHEREAS, Assignee is desirous of acquiring said Trademark and the registration therefor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed:

1. Assignor does hereby assign unto the Assignee all right, title and interest in and to the Trademark, together with the good will of the business symbolized by the mark, and the above identified registration thereof. Assignor agrees that it shall not challenge Assignee's right to use or register the mark FREESIA FIELDS. Assignor further agrees, upon the request of Assignee, to execute and deliver such documents and instruments of conveyance and transfer as Assignee may reasonably request in order to consummate more effectively the purchase and sale of the Trademark and to vest in Assignee good title to the Trademark.

2. Assignee shall pay to Assignor the sum of \$2,000.00 ^{} upon the execution of this Assignment and Agreement.


3. This Assignment and Agreement sets forth the entire agreement between the parties, and supercedes any and all other agreements between the parties, whether written or oral, on the same subject matter. The terms hereof may not be changed or modified except by an instrument in writing duly signed on behalf of Assignee and Assignor.

4. Each of the signatories below are officers of their respective corporations and hereby acknowledge that they have the authority to bind their respective parties to this Assignment and Agreement.

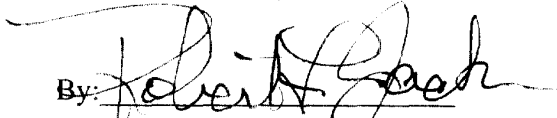
5. This Assignment and Agreement shall be binding upon the parties, their successors and assigns, and all others acting by, through or in privity therewith.

IN WITNESS WHEREOF, the parties hereto caused this Assignment and Agreement to be duly executed in their respective names, effective as of the day and year first above written.

LINDEN CORPORATION

By: 
Name: SUSAN T. DUBB
Title: Vice President
Date: 7/30/98

WALDEN-HAYS, INC.

By: 
Name: ROBERT L. JACKSON
Title: PRESIDENT
Date: 7/23/98