

09-16-1998

D

655-3-009A

FORM PTO-1594 (Rev. 8-93)

OMB No. 0651-0011 (exp.

08-31-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #33



100830203

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

MACKINTOSH OF NEW ENGLAND CO.

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

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

3. Nature of conveyance: MRD 8-31-98

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

Execution Date: June 25, 1998

2. Name and address of receiving party(ies)

Name: M & L INTERNATIONAL, INC

Internal Address:

Street Address: 1333 N. Kingsbury Street

City: Chicago State: IL ZIP: 60622

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois
- 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)

2,045,161

Additional numbers attached? Yes No

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

Name: Lawrence D. Mandel

Internal Address: KLAUBER & JACKSON

Street Address: 411 Hackensack Avenue

City: Hackensack State: NJ ZIP: 07601

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 if necessary

8. Deposit account number: (if necessary)

11-1153

(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.

Lawrence D. Mandel Name of Person Signing

Signature

8/27/98 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1787 FRAME: 0135

11/1/98 PATENT 000005 2045161

A S S I G N M E N T

WHEREAS, MACKINTOSH OF NEW ENGLAND CO., having a principal place of business at 1373 Broad Street, Clifton, New Jersey 07013, hereinafter called "ASSIGNOR", is the owner of certain United States Trademark Registrations (The "Registrations"), and of the Trademarks of said Registrations and the good will associated therewith identified as follows below:

<u>TRADEMARK</u>	<u>U.S. REG. NO.</u>	<u>DATE OF ISSUANCE</u>
THE KIDS ANDY JOHNS (Stylized)	2,045,161	March 11, 1997

WHEREAS, M & L INTERNATIONAL, INC., an Illinois Corporation, having its principal offices at 1333 North Kingsbury Street, Chicago, Illinois 60622, hereinafter called "ASSIGNEE" desires to acquire all right, title and interest in and to the Trademarks, the Registrations, and to the trade identification and good will symbolized thereby;

NOW THEREFORE, for such good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred and set over, unto ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the Trademarks, the Registrations, and the good will of the business symbolized by the Trademarks and the Registrations, to be held and enjoyed by ASSIGNEE, its successors and assigns, for its own use and behoof and for the use and behoof of its successors and assigns, as fully and entirely as the same would have been held and

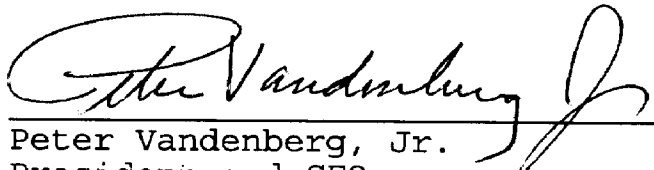
enjoyed by ASSIGNOR if this Agreement had not been made, together with all claims for damages by reason of past infringement of the Trademarks and/or the Registrations and the right to sue for damages and collect the same for its own use and behoof, and for the use and behoof of its successors and assigns.

ASSIGNOR hereby covenants and agrees that it will at the request and expense of ASSIGNEE, execute or have executed any and all other instruments, and do all other acts which ASSIGNEE, its successors and assigns, may deem necessary or expedient in order to protect, and vest in ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the said Trademarks and the Federal Trademark Registrations presently issued thereon and listed above.

IN TESTIMONY WHEREOF, ASSIGNOR has caused these presents to be duly executed this 25 day of June, 1998.

MACKINTOSH OF NEW ENGLAND CO.

By:



Peter Vandenberg, Jr.
President and CFO

State of New Jersey)
) ss.
County of Passaic)

On this 25th day of June, 1998, before me personally appeared Peter Vandenberg, Jr., to me known, and known to me to be the President and CFO of MACKINTOSH OF NEW ENGLAND CO., the ASSIGNOR above named and acknowledged to me that he executed the foregoing instrument on behalf of the said ASSIGNOR and pursuant to authority duly received.

Linda Iorio

NOTARY PUBLIC

LINDA IORIO

A Notary Public of New Jersey

My Commission Expires 4/14/02

My Commission Expires

(SEAL)

C:655-009A.LDM

RECORDED: 08/31/1998

TRADEMARK
REEL: 1787 FRAME: 0138