

02-08-1999



1-21-99

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R SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/05/1999 NGUYEN 00000084 1610968

FOR OFFICE USE ONLY

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40.00 OP

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

TRADEMARK  
REEL: 1849 FRAME: 0835

FEB 2 1999

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,610,968"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Harold S. Atlas

1/19/1999

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT OF TRADEMARKS

WHEREAS, THE CHASE MANHATTAN BANK a New York banking corporation (successor in interest to Chemical Bank, New Jersey, National Association), with a place of business at 4 Campus Drive, Parsippany, New Jersey 07054 (hereinafter "Assignor") has received an assignment of the trademarks identified in Schedule A attached hereto and registered in the United States Patent and Trademark Office (hereinafter referred to as the "Marks"); and

WHEREAS, KIRKER ENTERPRISES, INC., a Delaware corporation with its principal place of business at 55 East 6<sup>th</sup> Street, Paterson, New Jersey 07524 (hereinafter "Assignee") is desirous of reacquiring any and all rights that Assignor may have in and to the Marks and the registration therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof, subject to Assignor's security interest in and lien upon the Marks, in each case subject to the ongoing security interest of the Assignor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks and the registration therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof, subject to Assignor's security interest in and lien upon the Marks;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

This Assignment shall not be deemed to be a release by Assignor of any security interest of Assignor in the Marks.

This Assignment may be executed in counterparts each of which shall be an original document.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the 15<sup>th</sup> day of January, 1999.

THE CHASE MANHATTAN BANK

By: 

Name: Charles Tamayo

Title: Vice President

KIRKER ENTERPRISES, INC.

By: 

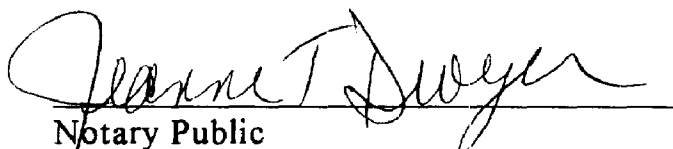
Name:

Title:

Acknowledgment

STATE OF NEW JERSEY        )  
  ) ss.:  
COUNTY OF MORRIS         )

On this 13<sup>th</sup> day of January, 1999, before me personally came CHARLES TAMAYO to me known, who being by me duly sworn did depose and say that he is the Vice President of THE CHASE MANHATTAN BANK, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public  
[Affix notary stamp and seal]

**JEANNE T. DWYER**  
A Notary Public of New Jersey  
My Commission Expires June 22, 2000

Acknowledgment

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF ~~ESSEX~~ MORRIS )

On this 14<sup>th</sup> day of January, 1999, before me personally came Mark E. Berson to me known, who being by me duly sworn did depose and say that he is the Chairman of KIRKER ENTERPRISES, INC., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Maria Binetti  
Notary Public  
[Affix notary stamp and seal]

MARIA BINETTI  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 1, 2002

**SCHEDULE A**

Registrant

Reg. No.

Reg. Date

Mark

**ALL KIRKER TRADEMARKS  
AS OF JANUARY 6, 1999**

			MARK
APPLICATION:	73/821,087	23AU1989	KIRKER
REGISTRATION:	1,610,968	28AU1990	