

04-08-1999



101005530

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 Change of Name

Other _____

Effective Date
Month Day Year

7-8-99

Conveying Party

Mark if additional names of conveying parties attached

Name DeSoto, Inc. Execution Date
Month Day Year
01191999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name JLJOPPS, L.L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 900 E. Washington Street

Address (line 2) _____

Address (line 3) Joliet IL 60433
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Illinois

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.)

04/07/1999 JSHBAZZ 00000108 1005244

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 06-1-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 1879 FRAME: 0688

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" value="1085244"/>	<input type="text" value="1255046"/>	<input type="text" value="1817320"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1248097"/>	<input type="text" value="1288942"/>	<input type="text" value="1880309"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1179700"/>	<input type="text" value="1295424"/>	<input type="text" value="1888138"/>

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.

Joseph A. Macaluso  3/22/99

Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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)

City

State/Country

Zip Code

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 the Assignment.)

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)

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ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS (this "Assignment") is executed as of January 14, 1999, by and between DeSoto, Inc., a Delaware corporation ("Assignor"), and JLJOPPS, L.L.C., an Illinois limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 23, 1998, by and between Assignor, the Desoto, Inc. Pension Plans Real Property Trust, James L. Jackson, Assignee, and JAMMELDJ, L.L.C., an Illinois limited liability company (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, substantially all of the assets of the laundry detergent business conducted by Assignor at its Joliet, Illinois plant (the "Business"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign and convey to Assignee, and Assignee wishes to accept and assume from Assignor, all of its right, title and interest in and to the trademarks and trade names listed on Exhibit A attached hereto, together with the symbols and logos associated therewith, including, but not limited to, any registrations and applications therefor (collectively referred to as the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption of the Trademarks. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts and assumes from Assignor, all of its right, title and interest in and to the Trademarks, together with the good will of the Business symbolized by the Trademarks and all of its rights to enforce and collect for all claims of infringement, whether past, present or future, of such Trademarks throughout the world.

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee that (i) Assignor possesses all requisite authority to enter into this Assignment and to consummate the transactions contemplated hereby and (ii) to the best of its knowledge, Assignor owns the Trademarks free and clear of any mortgage, lien, pledge, charge or security interest of any kind.

3. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. Modification and Waiver. No supplement, modification, waiver or termination of this Assignment or any provisions hereof shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this

Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5. Severability. If any of the provisions of this Assignment are deemed by a court of competent jurisdiction to be unenforceable in any respect, then such provision shall be limited to the extent that such court determines it unenforceable and as so limited shall remain in full force and effect. If any such court shall determine any such provision of this Assignment to be wholly unenforceable, then the remaining provisions of this Assignment shall remain in full force and effect.

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

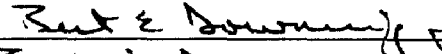
7. Governing Law. This Assignment shall be governed by the laws of the State of Illinois.

[The rest of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ASSIGNOR:

Desoto, Inc. a Delaware corporation

By: 
Name: Bert E. Downing
Title: Assistant Secretary

ASSIGNEE:

JLJOPPS, L.L.C.,
an Illinois limited liability company.

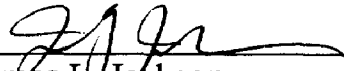
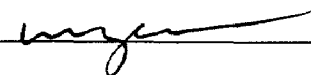
By: 
Name: James L. Jackson
Title: 

EXHIBIT A

List of Trademarks

See attached schedule consisting of 3 pages

DALLAS:303683.3

DESOTO, INC.
 U.S. TRADEMARK ASSETS LISTING
 AS OF JANUARY 5, 1999

TRADEMARK	REG. NO.	REGISTERED	RENEWAL	GOODS
FARM AND VALLEY	1,085,244	02/14/78	02/14/1998	Household cleaning products, namely, powder and liquid laundry detergents, automatic dishwasher detergents, hand dishwash detergents, dishwasher aids, and fabric softeners and bleaches for laundry use in International Class 3
RAINBOW *	1,248,097	08/18/83	08/18/2003	Disinfectant for International Class 5
RAINBOW *	1,178,700	12/01/81	12/01/2001	Liquid and powder detergents; scented and unscented ammonia; bleach; laundry soil and stain remover; liquid and sheet fabric softener; degreaser; all purpose household cleaner in International Class 3
ALTA **	1,255,046	10/25/83	10/25/2003	Household all purpose detergent in International Class 3
HELMET LOGO	1,288,942	20/07/84	08/07/2004	Publications and printed matter - namely, annual reports, brochures, newsletters, bulletins, booklets, pamphlets, manuals, charts, catalogs, posters, and printed instructional materials on a variety of manufacturing activities in International Class 18
HELMET LOGO	1,295,424	09/18/94	09/18/2004	Household cleaning products - namely, powder and liquid laundry detergents, automatic dishwasher detergents, hand dishwash detergents, dishwasher aids, and fabric softeners and bleaches for laundry use in International Class 3

* ASSIGNED FROM J.L. PRESCOTT 3/8/94

** ASSIGNED FROM PLEX CHEMICAL CORP. 12/8/84

U.S. TRADEMARK ASSETS LISTING (CONT.)

PAGE 2

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REGISTERED</u>	<u>RENEWAL</u>	<u>GOODS</u>
STAR VALUE	1,817,320	01/18/94	01/18/2004 08/15/17/2000	Household cleaning products, namely, laundry detergents, automatic dishwasher detergents, hand dishwash detergents, dishwash rinse aids, fabric softeners and mops for laundry use in International Class 3
DESOTO	1,890,309	02/28/95	02/28/2005 08/15/2/28/2001	All-purpose cleaning preparations, all purpose cleaners, laundry detergents, dishwashing detergents, and fabric softeners for domestic use, laundry additives, namely all-fabric bleach, soil and stain removers, and glass cleaning preparations in International Class 3
DSLQGO	1,888,138	04/11/95	04/11/2005 08/15/4/11/2001	All-purpose cleaning preparations, laundry detergents, fabric softeners for domestic use, laundry additives, namely fabric bleach, soil and stain removers, and glass cleaning preparations in International Class 3
SUNBLAZE	1,928,443 1,928,443	10/17/95	10/17/2005 08/15/10/17/2001	Household cleaning preparations, all-purpose cleaning preparations, window cleaning preparations, spray cleaning preparations, glass cleaning preparations, dish detergents, laundry/detergents, laundry additives, namely bleach and fabric softener, and soil and stain removers, in International Class 3.
STAR VALUE	2,049,434	04/01/97	04/01/2007 08/15/4/1/2003	Household cleaning products, including hard surface cleaners, window and glass cleaners, all purpose cleaners and disinfectants in International Class 3

DESOTO, INC.
 INTERNATIONAL TRADEMARK ASSETS LISTING
 AS OF JANUARY 5, 1999

COUNTRY	TRADEMARK	(SER. NO) REG. NO	(FILED) REGISTERED	RENEWAL	GOODS
CANADA	ALTA	474,737	04/14/97	04/14/2012	House all purpose detergent; household cleaning products, namely laundry detergents, automatic dishwasher detergents, dishwash rinse aids, fabric softeners and bleaches for laundry use
CANADA	FARM & VALLEY	474,736	04/14/97	04/14/2012	Household cleaning products, namely laundry detergents, automatic dishwasher detergents, hand dishwash detergents, dishwash rinse aids, fabric softeners and bleaches for laundry use
ISRAEL	DESOTO	23452	07/22/85	07/22/1999	Paints, varnishes (not for insulating purposes), enamels (in the nature of paint), lacquers, wood and floor stain, paint colors in oil in International: Class 2
KOREA	SUPRA TF	193167	6/8/90	6/8/2000	Industrial coatings in the nature of paint, direct dyes, red lead, glaze, paint, shoe polishes and polishing agents in Korean Class 15
KOREA	PREMIERE	193168	6/8/90	6/8/2000	Industrial coatings in the nature of paint, direct dyes, red lead, glaze, paint, shoe polishes and polishing agents in Korean Class 15
TAIWAN	HARVEST FRESH	451,817	10/1/89	8/31/1999	Laundry and dishwashing detergents in Taiwanese Class 7

HALLENSTEIN & MAGNER
 815 7742594

JAN-05-99 03:58 PM Desoto, Inc.

TRADEMARK
 REEL: 1879 FRAME: 0697

RECORDED: 03/29/1999