

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

12-06-2000

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK



101540740

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-17-00

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
 8 30 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

8 30 00

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying 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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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 0651-0027, 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

TRADEMARK

REEL: 002188 FRAME: 0916

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

314-259-2614

Name

David A. Roodman

Address (line 1)

Bryan Cave LLP

Address (line 2)

211 North Broadway, Suite 3600

Address (line 3)

Address (line 4)

St. Louis, Missouri 63102

Pages

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

#

3

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)

75876667

75855793

Number of Properties

Enter the total number of properties involved

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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:

#

02-4467

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.

David A. Roodman

Name of Person Signing

Signature

11-16-00

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), dated as of August 30, 2000 is by and between Schoolcraft Enterprises, Inc., a New Jersey corporation ("Assignor") and Knit-Rite, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor represents and warrants that prior to the date hereof it was and is operating an ongoing and existing business, has made application for, has adopted, used, and is using the trademarks in the United States of America, as set forth on the attached Schedule A (the "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to the good will of the business associated with said Marks; and

WHEREAS, Assignee desires to acquire all right, title and interest, and all goodwill associated therewith, in and under the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain:

NOW THEREFORE, in consideration of mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all past, present, and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present, and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks, and all common law rights to the Marks. Assignor agrees that the Marks when issued shall be issued in the name of Assignee and authorizes Assignee to take all other action necessary to cause the Marks to be issued.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

WHEREFORE, Assignor has caused this Assignment to be duly executed below, as of the date and year first above written, by its duly authorized officer.

Assignor:

SCHOOLCRAFT ENTERPRISES, INC.

By: Charles L. Schoolcraft
Charles L. Schoolcraft
Title: President

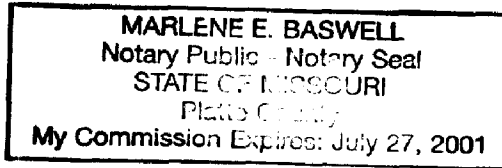
State of Missouri)
County of Jackson) SS

On this 30 day of August, 2000, before me, a Notary Public in and for the State of Missouri, personally appeared Charles L. Schoolcraft, to me known to be the President of Schoolcraft Enterprises, Inc. and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

Marlene E. Baswell
Notary Public

My Commission Expires:

July 27, 2001



SCHEDULE A

United States Applications/Registrations

<u>MARK</u>	<u>APP. NO.</u>	<u>REG NO.</u>	<u>Int'l class</u>
ELEGANT SUPPORT BY THERAFIRM	75/876,667		025
THERAFIRM	75/855,793		10