

01-21-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102342412

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

1. Name of conveying party(ies): Superior Holdings of America, Inc.

1-17-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6/27/2002

2. Name and address of receiving party(ies)

Name: WICO, LLC

Internal Address:

Street Address: 234 Devon Avenue

City: Bensenville State: IL Zip: 60106

- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 996,355;1,320,239; 1,222,886; 1,281,665; 1,281,718

Additional number(s) attached Yes No

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

Name: Max Shaftal

Internal Address: Patzik, Frank & Samotny Ltd.

Street Address: 150 South Wacker Drive

Suite 900

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1325

OFFICE OF PATENT RECORDS FINANCE SECTION 2003 JAN 17 AM 11:05

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9. Signature.

Max Shaftal

Name of Person Signing

Signature

1/09/2003

Date

Total number of pages including cover sheet, attachments, and document 9

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

01/21/2003 ECDOPER 00000005 996355

01 FC:8521 02 FC:8522

40.00 DP 225.00 DP

TRADEMARK REEL: 002652 FRAME: 0310

Additional U.S. Trademark Registrations
(Continued from Recordation Form Cover Sheet 4.B.)

1,281,759
1,302,811
1,350,421
1,515,790
1,533,398

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **SUPERIOR HOLDINGS OF AMERICA, INC.**, an Illinois corporation having a mailing address of 5722 Dempster Street, Morton Grove, Illinois 60053 (hereinafter sometimes referred to as "ASSIGNOR") hereby nunc pro tunc transfers, assigns, and conveys as of January 2, 2001 to **WICO, LLC**, an Illinois limited liability company having a business address at 234 Devon Avenue, Bensenville, Illinois 60106 (hereinafter sometimes referred to as "ASSIGNEE"), ASSIGNOR's entire worldwide right, title and interest in and to any and all intangible assets of Assignor, including but not limited to, any and all technology, know-how, technical information, trade secrets, proprietary business information, designs, business plans, inventions, copyrightable material, concepts, discoveries, intellectual property, processes, flow charts, computer programs, procedures, supplier information and the like, as well as the trademark registrations, trade names, service marks, and/or trademark applications respectively listed on Schedule A, attached hereto and made a part hereof, as well as the goodwill associated with said marks; ASSIGNOR's entire worldwide right, title and interest in and to the United States and foreign patents listed on Schedule B, attached hereto and made a part hereof as well as any and all continuations, continuations-in-part, divisionals and/or other applications claiming priority therefrom; and ASSIGNOR's entire worldwide right, title and interest in and to the United States copyright registrations identified in Schedule C, attached hereto and made a part hereof; and any and all renewals thereof, if any; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, current and/or future infringement thereof; and any and all United States and/or foreign registrations and patents which may issue on the same or related applications in the future.

ASSIGNOR hereby covenants and warrants that it has the full right to convey the above-described worldwide right, title and interests by this instrument, free of any encumbrances, and that no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to record and/or perfect the above-described transfer of patent, trademark and copyright rights or to maintain said patents and registrations before the Patent, Trademark and Copyright Offices of the United States and any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said patent, trademarks and copyrights.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants to ASSIGNEE the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the Patent, Trademark and Copyright Offices of the United States and any and all foreign countries.

Assignor:

Assignee:

[Signature]

SUPERIOR HOLDINGS OF AMERICA, INC.

[Signature]

WICO, LLC

By: RICHARD FARNSLOW
Printed name

By: Dennis J. Arcieri
Printed name

Title: PRESIDENT

Title: President

Date: JUNE 20, 2002

Date: JUL 27, 2002

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

This instrument was subscribed and sworn to before me on this

This instrument was subscribed and sworn to before me on this

20TH day of

9TH day of

JUNE, 2002 by

JULY, 2002 by

RICHARD FARNSLOW

DENNIS J. ARCIERI

[Signature]
NOTARY PUBLIC

[Signature]
NOTARY PUBLIC



SEAL



SEAL

SCHEDULE A

<u>Country</u>	<u>Registration No./Serial No.</u>	<u>Mark</u>	<u>Reg. Date</u>
Australia	A398201	WICO	7/14/1987
Benelux	396313	WICO	8/1/1984
Canada	282677	WICO	8/26/1983
Canada	369472	ERGOSTICK	6/15/1990
China	319254	WICO	12/31/1982
France	1507323	ERGOSTICK	09/13/1988
Germany (West)	1148916	ERGOSTICK	11/2/1989
Ireland	109619	WICO	6/18/1985
Italy	458421	WICO	12/9/1986
Japan	2366643	ERGOSTICK	12/25/1991
Japan	2055251	WICO	04/26/1988
South Africa	83/7702	WICO	10/12/1984
Switzerland	319254	WICO	12/31/1982
Taiwan	177658	WICO	4/16/1982
United Kingdom	1148636	WICO	1/19/1983
United States	996335	WICO	10/22/1974
United States	1320239	WICO	4/16/1982
United States	1222886	WICO	1/4/1983
United States	1281665	FAMOUS RED BALL	6/12/1984
United States	1281718	THE BOSS	6/12/1984
United States	1281759	THE BOSS and Design	6/12/1984
United States	1302811	COMPUTER COMMAND	10/30/1984
United States	1350421	WICO	7/23/1985
United States	1515790	THE SOURCE	12/6/1988
United States	1533389	WONDER RUBBER	4/4/1989
United States	75/579256	WEGO-NET	abandoned

SCHEDULE B (Page 1)

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
Benelux	10302	VIDEO GAME CONTROL UNIT	12/21/1982
Canada	1182157	JOYSTICK WITH BUILT-IN FIRE BUTTON	2/5/1985
Canada	1192285	TRACKBALL DEVICE	8/20/1985
Canada	1192246	MODULAR JOYSTICK CONTROLLER	8/20/1985
France	824448	VIDEO GAME CONTROL UNIT	12/21/1982
France	883795	JOYSTICK	6/10/1988
Germany (West)	MR29904	JOYSTICK	6/3/1988
Italy	53722	JOYSTICK	3/22/1990
Italy	34425	VIDEO GAME CONTROL UNIT	10/10/1985
Sweden	45425	JOYSTICK	4/5/1989
United Kingdom	1010405	VIDEO GAME CONTROL UNIT	12/2/1983
United Kingdom	1050881	JOYSTICK	5/11/1989
United States	4128222	LEG ASSEMBLY FOR PINBALL GAME	12/8/1978
United States	4168067	POST FOR PINBALL GAME	9/18/1979
United States	4240634	ELASTIC BAND FOR PINBALL GAME	12/23/1980
United States	4324403	POST ASSEMBLY FOR PINBALL GAME	4/13/1982
United States	4331324	LIFT DEVICE FOR PINBALL GAME	5/25/1982
United States	4361827	VEHICLE ALARM SYSTEM	11/20/1982
United States	4362300	CAP FOR PINBALL GAME, ETC.	12/7/1982
United States	4382166	JOYSTICK WITH BUILT-IN FIRE BUTTON	5/3/1983
United States	4426081	DROP TARGET APPARATUS	1/17/1984
United States	4492830	JOYSTICK WITH SINGLE-LEAF SPRING SWITCH	1/8/1985
United States	4493992	ADAPTER CIRCUIT FOR TRACKBALL DEVICE	1/15/1985

SCHEDULE B (Page 2)

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
United States	4505165	TRACKBALL DEVICE	3/19/1985
United States	4558609	JOYSTICK CONTROLLER WITH INTERCHANGEABLE HANDLES	12/17/1985
United States	5068498	JOYSTICK FOR MOUNTING ON DUAL-WIDTH PANELS	11/26/1991
United States	5406040	JOYSTICK WITH IMPROVED ACTUATOR	4/11/1995
United States	5491462	JOYSTICK CONTROLLER	2/13/1996
United States	5713458	BUBBLE BUTTON	2/3/1998
United States	D269609	VIDEO GAME	7/5/1983
United States	D269608	VIDEO GAME CONTROL UNIT	7/5/1983
United States	D272921	CONTROL FOR A VIDEO GAME OR THE LIKE	3/6/1984
United States	D276247	CURSOR CONTROL	11/6/1984
United States	D278919	CONTROL FOR A VIDEO GAME OR THE LIKE	5/21/1985
United States	D279202	CONTROL FOR A VIDEO GAME OR THE LIKE	6/11/1985
United States	D279203	CONTROL FOR A VIDEO GAME OR THE LIKE	6/11/1985
United States	D281164	MOUSE	10/29/1985
United States	D285201	KEYBOARD INCLUDING TRACKBALL	8/19/1986
United States	D289306	TRACKBALL	4/14/1987
United States	D291318	COMBINATION TRACKBALL AND MOUSE	8/11/1987
United States	D291574	KEYBOARD INCLUDING TRACKBALL	8/25/1987
United States	D292927	MOUSE FOR CONTROLLING THE CURSOR ON COMPUTER DISPLAY	11/24/1987
United States	D303405	JOYSTICK	9/12/1989
United States	D303815	JOYSTICK	10/3/1989

SCHEDULE B (Page 3)

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
United States	D311218	JOYSTICK	10/9/1990

SCHEDULE C

Registration No.	Title of Work	Reg. Date
TX333937	1980 CATALOG	9/24/1979
TX579372	1981 CATALOG	11/10/1980
TX787249	1982 CATALOG	10/21/1981
TX1009861	1983 CATALOG	11/9/1982
TX1135147	ENGINEERING MANUAL	6/10/1983
TX1135180	GAMING CATALOG	6/10/1983
TX1226147	1984 CATALOG	11/14/1983
TX1439886	1985 CATALOG	10/1/1984
TX1505610	SMARTCARD MANUAL	1/25/1985
TX1527504	SMARTBOARD MANUAL	2/22/1985
TX1558602	SMARTBOARD COMPUTER PROGRAM	1/16/1986
TX1563157	PROGRAMMABLE CONTROLLER INTER*	1/22/1985
TX2254587	1988 CATALOG	2/18/1988
TX2486350	1989 CATALOG	1/17/1989
TX2501450	1986 CATALOG	1/9/1989
TX2505847	1987 CATALOG	2/10/1989
TX2679578	PENN-RAY SUTRA 1989 CATALOG	11/2/1989
TX2817176	1990 BOTTLING CATALOG	5/7/1990
TX2824494	1990 GAMING CATALOG	5/8/1990
TX2867802	1990 CATALOG	6/25/1990
TX2955875	1991 CATALOG	11/16/1990
TX3166052	PENN-RAY 1991 CATALOG	10/1/1991
TX3206369	1992 CATALOG	12/9/1991
TX3471201	1993 CATALOG	1/14/1993
TX3700775	1994 VENDING SUPPLIES	12/9/1993
TX3763663	1994 CATALOG	12/1/1993
TX3842827	1995 CATALOG	10/31/1994
TX3921909	1995 VENDING SUPPLIES	10/31/1994
TX4185542	PENN-RAY 1995 CATALOG	1/18/1996