

06-02-1998

COVER SHEET ONLY U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



MAY - 4 1998

Tab settings ▼

To the Honorable Commissioner 100725105

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gerry Baby Products Company
1500 East 128th Avenue
Thornston, CO 80241

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

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

3. Nature of conveyance: *MRD 5-4-98*

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

Execution Date: April 21, 1997

2. Name and address of receiving party(ies)

Name: Lisco, Inc.
 Internal Address: 601 S. Harbour Island Blvd., Suite 200
 Street Address: Same
 City: Tampa State: FL ZIP 33602-3141

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

1,221,778
1,624,864

Additional numbers attached? Yes No

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

Name: Lisco, Inc.
 Internal Address: c/o Donald R. Bahr
601 S. Harbour Island Blvd., Suite 200
Tampa, FL 33602-3141
 Street Address: Same as Above
 City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

17-0150

(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.

Rose M. Dyll
Name of Person Signing

Rose M. Dyll
Signature

4/29/98
Date

Total number of pages including cover sheet, attachments, and document: 1

UNITED STATES TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective this 21st day of April, 1997 ("Effective Date"), from Gerry Baby Products Company, a Delaware corporation located at 1500 East 128th Avenue, Thornston, CO 80241 ("Assignor") to Lisco, Inc., a Delaware corporation located at 601 South Harbour Island Boulevard, Suite 200, Tampa, FL 33602 ("Assignee").

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to certain United States trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for the wire transfer payment made on the above date and other good and valuable consideration (including that recited in the Asset Purchase Agreement dated as of March 7, 1997 by and among Assignor, Gerry Wood products Company, Huffy Corporation and Evenflo Company, Inc.), the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following:

1. All of its trademarks, trade names, service marks, service names and brand names in the United States, including without limitation (i) the trademarks listed on Schedule A annexed hereto and (ii) the trade names Gerry Baby Products Company and Gerry Wood Products Company, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter "Trademarks");
2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common-law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution, or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirety as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 21st day of April, 1997.

GERRY BABY PRODUCTS COMPANY

By: *Daryle Lovett*
Name: Daryle Lovett
Title: *President*

STATE OF OHIO

ss

COUNTY OF

The foregoing UNITED STATES TRADEMARK ASSIGNMENT was executed before me this *16th* day of *April*, 1998, by Daryle Lovett, personally known to me to be the *President* of Gerry Baby Products Company, a Delaware corporation, on behalf of such corporation.

Kathleen A. Palsgrove
Notary Public

KATHLEEN A. PALSGROVE, Notary Public
in and for the State of Ohio
My Commission Expires May 8, 1999

TRADEMARK
REEL: 1733 FRAME: 0743

SCHEDULE "A"

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Issue Date</u>	<u>Docket No.</u>
LEGACY	1,624,864	November 27, 1990	T-8735
SNUGLI	1,221,778	December 28, 1982	T-8451