

MRD 11-27-98

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12-22-1998

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Docket No.:



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To the Honorable Commissioner of Patents at

100927230

and original documents or copy thereof.

1. Name of conveying party(ies):

Noma International, Inc.



Name and address of receiving party(ies):

Name: Inliten, L.L.C.

11-27-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #40

Internal Address:

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

Street Address: 181 Waukegan Road, Suite 202

City: Northfield State: IL ZIP: 60093

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: August 13, 1997

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See attached list

B. Trademark Registration No.(s)

See attached list

Additional numbers Yes No

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

Name: David B. Kirschstein, Esq.

Internal Address: Kirschstein, Ottinger, et al

Street Address: 489 Fifth Avenue, 17th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41):.....\$ \$590.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

12/21/1998 SBURNS 00000022 2006630

01 FC:481 40.00 OF
02 FC:482 550.00 OF

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.

DAVID B. KIRSCHSTEIN

Name of Person Signing

Signature

November 24, 1998

Date

Total number of pages including cover sheet, attachments, and 7

The following U.S. trademark registrations and applications were assigned to INLITEN, L.L.C.

Registrations

<u>Trademark</u>	<u>Reg. No.</u>
ANGELS OF THE WORLD	2,006,630
BEACON	1,242,696
THE BRIGHTEST NAME IN LITES	1,241,064
BULB LOCK	1,810,257
COLORBRIGHT	990,714
GLOBEBRIGHT	1,895,579
HOLIDAY DOOR CHIMES	2,113,118
HOMETOWN HOLIDAYS	2,012,727
JEWELBRIGHT	1,896,912
KRINGLE TOWN COLLECTIBLES	1,906,702
LET IT SNOW	2,012,544
LOOK! THERE'S SANTA	2,037,656
MARQUEE MINI-LIGHTS	1,608,984
MOTION SILHOUETTES	1,864,433
ROYALITE	1,216,581
SANTA'S MAILBOX	2,044,385
SCENTS OF THE SEASON	2,082,107
SOUNDS OF THE SEASON	1,978,790

Applications

<u>Trademark</u>	<u>Ser. No.</u>
MARQUEE	74/626,225
PEEK-A-BOO	75/195,259
SANTA'S COLLECTIBLES	74/699,650
SANTA'S MAGIC DOORBELL	75/195,263
SANTA'S NORTH POLE	
WORKSHOP	75/021,617

**ASSIGNMENT OF TRADEMARKS, U.S. LETTERS PATENT
AND REGISTERED COPYRIGHTS**

THIS ASSIGNMENT is made as of 13th day of August, 1997.

B E T W E E N:

NOMA INTERNATIONAL, INC. a corporation
incorporated under the laws of the State of Illinois

(The "Assignor")

of the First Part

-and-

INLITEN, LLC., a corporation incorporated under
the laws of the State of Illinois

(the "Assignee")

of the Second Part

WHEREAS the Assignor is the registered owner of the trademarks listed on the attached Schedule "A" registered in the office of the Registrar of Trade Marks, U.S. Letters Patent and registered Copyrights under the Registration Numbers Set out in Schedule "A" (the "Trademarks, U.S. Letters Patent and registered Copyrights").

AND WHEREAS by the asset purchase agreement made as of the 13th August, 1997 (the "Purchase Agreement"), the Assignee purchased the assets relating to the Assignor's U.S. Christmas Lights and Ornaments business including these Trademarks, U.S. Letters Patent and registered Copyrights.

AND WHEREAS the Assignor wishes to assign absolutely all of its right, title and interest in the Trademarks, U.S. Letters Patent and registered Copyrights to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of the sum of One Dollar (\$1.00) now paid by Assignee to the

Assignor and to the payment of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. The undersigned Assignor, the full post office address of whose principal place of business is 4100 Yonge Street, Suite 502, Toronto, Ontario, M2P 2B5, does hereby grant, assign and convey, absolutely, to and in favor of the Assignee, a corporation incorporated under the laws of Illinois, the full post office address of whose principal office or place of business is 181 Waukegan Drive, Suite 205, Northfield, Illinois, 60093, all the right, title and interest, including all goodwill arising therefrom, in and to the Trade Marks, U.S. Letters Patent and registered Copyrights.

2. The Assignee appoints Kirschstein, Ottinger, Israel & Schiffmiller, P.C. whose full post office address in the United States is 551 Fifth Avenue, New York, NY 10176-0024 as the firm to which any notice in respect of this Assignment or any application or registration may be sent and on which service of any proceedings in respect of the Assignment or any application or registration may be given or served with the same effect as if they had been given to or served on the Assignee, applicant or registrant.

2. The Assignor covenants, represents and warrants as follows:

- a. that it has good title to the Trademarks, U.S. Letters Patent and registered Copyrights and that the Trademarks, U.S. Letters Patent and registered Copyrights are being assigned to the Assignee free and clear of all hypothecations, pledges, charges, mortgages, clients or other incumbrances;
- b. that it is the owner of and has the sole and exclusive right to use the Trademarks, U.S. Letters Patent and registered Copyrights in the United States for the wares outlined in the registration and that it has not granted any licences or other rights to use the Trademarks, U.S. Letters Patent and registered Copyrights to any other person, firm or corporation;
- c. that to the best of the knowledge of the Assignor, no third party has made any claim to the Trademarks, U.S. Letters Patent and registered Copyrights or to the use of the Trademarks, U.S. Letters Patent and registered Copyrights in Canada;

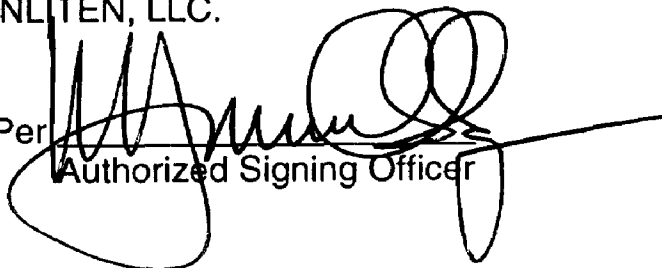
- d. that no third party has raised any notice of objection to the Assignor's use of the Trademarks, U.S. Letters Patent and registered Copyrights in the U.S.A.
 - e. that there is no suit, claim, action of cause of action, threatened or commenced, relating to the Trademarks, U.S. Letters Patent and registered Copyrights of this agreement and the Assignment of the Trademarks, U.S. Letters Patent and registered Copyrights.
4. The covenants, representations and warranties set out in Section 3 of this Agreement are in addition to those set out in the Purchase Agreement all of which shall survive the execution of this Agreement and the Assignment of the Trademarks, U.S. Letters Patent and registered Copyrights.
5. The Assignor covenants and agrees that following the assignment of the Trademarks, U.S. Letters Patent and registered Copyrights, it will provide such further and other assurances and do and perform such further and other acts as may be required to carry out the intent of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Illinois.

IT WITNESS WHEREOF this Agreement is made as of the 13th day of August, 1997.

NOMA INTERNATIONAL INC.

Per: 
Authorized Signing Officer

INLITEN, LLC.

Per: 
Authorized Signing Officer

SCHEDULE 'A'

Registration

Trademark

2,006,630	Angels of the World
1,242,696	Beacon
1,810,257	Bulb Lock
990,714	Colorbright
1,895,579	Globebright
2,012,727	Hometown Holidays
1,896,912	Jewelbright
1,906,702	Kringle Town Collectables
2,012,544	Let It Snow
1,608,984	Marquee Mini-Lights
1,864,433	Motion Silhouettes
1,978,790	Sounds of the Season
2,113,118	Holiday Door Chimes
2,082,107	Scents of the Season
1,216,581	Royalite
1,241,064	The Brightest Name in Lites
2,037,656	Look! There's Santa
2,044,385	Santa's Mail Box
Marquee	Pending - 74-626,225
Peek-a-Boo	Pending - 75-195,259
Santa's Collectibles	Pending - 74-699,650
Santa's Magic Doorbell	Pending - 75-195,263
Santa's North Pole Workshop	Pending - 75-021617

Patents

Strap	5,577,698
Outdoor Animation	5,379,292
Action Ornament	5,277,948
Light Strip	4,991,971
Universal	5,581,956
Clip	D-365,014
Tree Top	D-338,628
Illuminated Sign	5,099,592
Decorative Light Strings	5,595,439

Copyrights

See attached Schedule B.

Work	Reg. No.	Reg. Dt.
#7601 Pumpkin Halloween Party Brite Set	VA-367-569	7/28/89
#7602 Ghost Halloween Party Brite Set	VA-367-570	7/28/89
#7603 Witch Halloween Party Brite Set	VA-367-568	7/28/89
25 Twinkle Lite Set	VA-390-643	2/5/90
String-to-String 50 Lite Set	VA-405-576	6/21/90
Style No. 6305-Post Office	VA-525-251	9/22/92
Style No. 6327-Elf with Reindeer	VA-526-938	10/5/92
Style No. 6328-Santa's Sleigh	VA-526-926	10/5/92
Style No. 6304-Santa's Workshop	VA-526-156	9/21/92
Elf and Mrs. Clause	VA-526-164	9/21/92
Elves with Snowman	VA-526-159	9/21/92

Work	Reg. No.	Reg. Dt.
Elf with Sleigh and tree	VA-526-160	9/21/92
Style No. 6306-Reindeer Barn	VA-526-154	9/21/92
Style No. 6302-Claus' House	VA-526-153	9/21/92
Style No. 6323-Elf with Sign	VA-526-163	9/21/92
Style No. 6325-Christmas Tree	VA-526-165	9/21/92
Elf Mail Man	VA-526-155	9/21/92
Style No. 6326-Two Reindeer	VA-526-161	9/21/92
Style No. 6324-Elf with Santa	VA-526-162	9/21/92
Style No. 6303-Elves Dormitory	VA-526-157	9/21/92
Style No. 6301-Chapel	VA-526-158	9/21/92
Elf with Wagon and Toys	VA-524-883	9/22/92
KRINGLETOWN WHERE WISHES COME TRUE	TX-3-422-148	9/28/92
Elf on Stump	VA-579-477	9/28/92

TRADEMARK