

03/01/00

04-12-2000

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

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



101317392

SHEET

TRADEMARK 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
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_
- License
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
02/22/2000

Conveying Party

Mark if additional names of conveying parties attached

Name The Herbert Stanley Company

Execution Date  
Month Day Year

2 / 22 / 2000

Formerly A/K/A Burnishine Products of The Herbert Stanley Corporation

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

Receiving Party

Mark if additional names of receiving parties attached

Name The Herbert Stanley Company LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 150 North Wacker Drive

Address (line 2) Suite 1250

Address (line 3) Chicago, Illinois 60606, United States of America

- Individual
  - General Partnership
  - Limited Partnership
  - Corporation
  - Association
  - Other Limited Liability Company
  - Citizenship/State of Incorporation/Organization Delaware
- 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.)

04/11/2000 DMGUYEN 00000296 011156 219392

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 15.00 CH 785.00 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 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

(570854.3)

TRADEMARK  
REEL: 002047 FRAME: 0833

**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 312-715-4000

Name Mark R. Galis  
Address (line 1) Alzheimer & Gray  
Address (line 2) Suite 4000  
Address (line 3) 10 South Wacker Drive  
Address (line 4) Chicago, Illinois 60606

**Pages**

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

# 10

**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) |                                 |
|---------------------------------|------------------------|---------------------------------|
| _____                           | <u>2,193,912</u>       | <u>1,477,749</u> <u>812,767</u> |
| _____                           | <u>1,962,788</u>       | <u>1,476,471</u> <u>879,309</u> |
| _____                           | <u>1,909,688</u>       | <u>1,075,793</u> <u>911,990</u> |

**Number of Properties**

Enter the total number of properties involved.

# 33

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 825.00

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:

# 011,156

Authorization to charge additional fees:

Yes

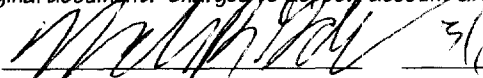
No

**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.

Mark R. Galis

Name of Person Signing



Signature

, 2000

Date Signed

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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) \_\_\_\_\_

Individual     General Partnership     Limited Partnership

Other \_\_\_\_\_

Corporation     Association

Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document 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) |           |           |
|---------------------------------|------------------------|-----------|-----------|
| _____                           | 952,854                | 2,205,673 | 1,833,596 |
| _____                           | 1,168,851              | 1,719,736 | 1,592,689 |
| _____                           | 538,704                | 2,081,599 | 1,783,796 |
| _____                           | 543,388                | 2,081,596 | 706,765   |
| _____                           | 548,777                | 1,909,687 | 2,179,459 |
| _____                           | 2,205,670              | 1,914,456 | 1,737,948 |
| _____                           | 2,205,672              | 1,137,139 | 1,959,072 |

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name \_\_\_\_\_

Formerly \_\_\_\_\_

Individual     General Partnership     Limited Partnership     Corporation     Association

Other \_\_\_\_\_

Citizenship State of Incorporation/Organization \_\_\_\_\_

**Receiving Party**

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Enter Additional Receiving Party

Name \_\_\_\_\_

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Individual     General Partnership     Limited Partnership

Other \_\_\_\_\_  
 Corporation     Association

Citizenship/State of Incorporation/Organization \_\_\_\_\_

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**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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1,959,073  
1,986,906  
1,959,073  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ASSIGNMENT OF TRADEMARKS**

**AND**

**THE UNITED STATES REGISTRATIONS  
(AND PENDING APPLICATIONS FOR REGISTRATION) THEREOF**

WHEREAS, The Herbert Stanley Company (a/k/a Burnishine Products a/k/a The Herbert Stanley Corporation), an Illinois corporation, having a place of business at 1100 Lakeside Drive, Gurnee, Illinois 60031 ("Assignor"), acquired, adopted and used, and thereby owns, all rights, title and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks," "Registrations" and "Applications," respectively), along with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" entered into by and between Assignor, The Herbert Stanley Company, LLC, a Delaware limited liability company having a principal place of business at c/o Randolph United Partnership IV c/o The Randolph Group, Inc., 150 North Wacker Drive, Suite 1250, Chicago, Illinois 60606 ("Assignee"), Herbert S. Laufman, the Herbert S. Laufman Ten Year Trust dated April 20, 1993, the Herbert S. Laufman Trust dated December 15, 1994 and Carl DeMasi on February 22, 2000, Assignor has agreed to assign to Assignee its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate Assignor's assignment of its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto, to Assignee, as required by said Asset Purchase Agreement, Assignor is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks, Registrations and Applications identified in said Exhibit A, any foreign rights in the Marks, Registrations or Applications identified in Exhibit A and the attendant goodwill symbolized by the Marks, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, or any of them, which actions and claims arose prior to the date of execution hereof.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks, Registrations and Applications in the United States.

Assignor further agrees, at the reasonable request of Assignee and without charge or cost to Assignee, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks, Registrations and Applications is duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on this 22 day of February, 2000.

**THE HERBERT STANLEY COMPANY**

By:   
Carl DeMasi, Executive Vice President

**SCHEDULE A**

| <b>Registered United States Trademarks and Pending Applications</b> |                                    |                                   |                           |                     |
|---|------------------------------------|-----------------------------------|---------------------------|---------------------|
| <b>Mark</b>   | <b>Owner</b>                       | <b>Application No./Appl. Date</b> | <b>Reg. No./Reg. Date</b> | <b>Status</b>       |
| Lubriclean  | The Herbert Stanley Company ("HS") | 12/22/99                          |                           |                     |
| Wax Away  | HS                                 |                                   | 2193912<br>10/6/98        |                     |
| Weiman  | HS                                 |                                   | 1962788<br>3/19/96        |                     |
| Panel Bright  | HS                                 |                                   | 1909688<br>8/8/95         |                     |
| HSC   | HS                                 |                                   | 1477749<br>2/16/88        |                     |
| Herbert Stanley   | HS                                 |                                   | 1476471<br>2/23/88        |                     |
| Grreat N Easy   | HS                                 |                                   | 1075793<br>10/25/77       | Renewed<br>10/25/97 |
| Beauti-Fi   | HS                                 |                                   | 812767<br>8/9/66          | Renewed<br>8/9/86   |
| Soft Glow   | HS                                 |                                   | 879309<br>10/21/69        | Renewed<br>10/21/89 |
| Royal Sterling  | HS                                 |                                   | 911990<br>6/8/71          | Renewed<br>2/20/91  |
| Cosmetics for Fine Furniture  | HS                                 |                                   | 952854<br>2/6/73          | Renewed<br>2/6/93   |
| Vinyl-Aide  | HS                                 |                                   | 1168851<br>9/15/81        |                     |
| Glide Rite  | HS                                 |                                   | 538704<br>2/27/51         | Renewed<br>12/10/90 |
| Burnishine  | HS                                 |                                   | 543388<br>6/5/51          | Renewed<br>3/11/91  |
| Krystyl-een   | HS                                 |                                   | 548777<br>9/25/51         | Renewed<br>9/25/91  |

**Registered United States Trademarks and Pending Applications**

| <b>Mark</b>    | <b>Owner</b> | <b>Application No./Appl. Date</b> | <b>Reg. No./Reg. Date</b> | <b>Status</b>     |
|----------------|--------------|-----------------------------------|---------------------------|-------------------|
| Ultrafount     | HS           |                                   | 2205670<br>11/24/98       |                   |
| Safety Fount   | HS           |                                   | 2205672<br>11/24/98       |                   |
| SM Plus        | HS           |                                   | 2205673<br>11/24/98       |                   |
| Printers Pride | HS           |                                   | 1719736<br>9/29/92        |                   |
| Laserfount     | HS           |                                   | 2081599<br>7/22/97        |                   |
| Tone A Way     | HS           |                                   | 2081596<br>7/22/97        |                   |
| Thumbs Up      | HS           |                                   | 1909687<br>8/8/95         |                   |
| Glassolution   | HS           |                                   | 1914456<br>8/29/95        |                   |
| Putz Pomade    | HS           | 12/99                             | 1137139<br>6/24/80        | Renewal Submitted |
| Aqua Blue      | HS           |                                   | 1833596                   |                   |
| Plate Savur    | HS           | 75/876,651<br>12/20/99            |                           |                   |
| Gold Miracle   | HS           |                                   | 1592689<br>4/24/90        |                   |
| Gold Miracle   | HS           | 75/879,164<br>12/23/99            |                           |                   |
| NoVoc          | HS           |                                   | 1783796                   |                   |
| Cuts-it        | HS           |                                   | 706765<br>5/14/99         |                   |
| Hep-X          | HS           |                                   | 2179459<br>8/4/98         |                   |
| Enzyclean      | HS           |                                   | 1737948<br>12/8/92        |                   |
| Epi*Safe       | HS           |                                   | 1959072<br>2/27/96        |                   |
| Epi*Soft       | HS           |                                   | 1959073                   |                   |

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(564907.2)



**Registered United States Trademarks and Pending Applications**

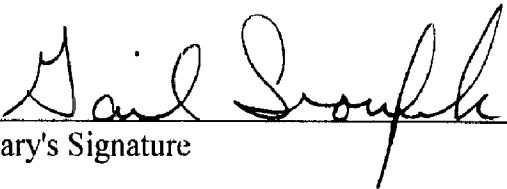
| Mark     | Owner | Application No./Appl. Date | Reg. No./Reg. Date | Status |
|----------|-------|----------------------------|--------------------|--------|
|          |       |                            | 2/27/96            |        |
| Epi*Wash | HS    |                            | 1986906<br>7/16/96 |        |

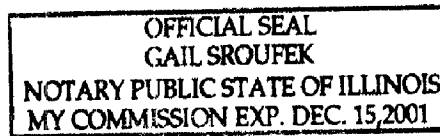
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State of Illinois )  
                          ) SS  
County of Cook)

On this 22<sup>nd</sup> day of February, 2000, before me, Gail Sroufek, the undersigned Notary Public, personally appeared Carl DeMasi proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary's Signature



(564907.5)

