

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Un-Du Products, Inc.		04/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Big Time Products, LLC
Street Address:	508 Riverside Parkway
Internal Address:	Suite 400
City:	Rome
State/Country:	GEORGIA
Postal Code:	30161
Entity Type:	limited liability company: GEORGIA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	76327740	PHOTOCARE
Serial Number:	76327853	THE SOLUTION THAT REALLY WORKS!
Serial Number:	75456199	UN-DU
Serial Number:	75095415	UN-DU
Serial Number:	75242358	UN -DU

CORRESPONDENCE DATA	
Fax Number:	(678)420-9301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	678-420-9300
Email:	mbodonnell@needlerosenberg.com
Correspondent Name:	Nancy K. Gardner, Esq.
Address Line 1:	999 Peachtree Street
Address Line 2:	Suite 1000
Address Line 4:	Atlanta, GEORGIA 30309-3915

ATTORNEY DOCKET NUMBER:	02155.1005US
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OP \$140.00 76327740

NAME OF SUBMITTER:

Mary Beth O'Donnell

**Total Attachments: 8**

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## PROPRIETARY RIGHTS ASSIGNMENT

THIS PROPRIETARY RIGHTS ASSIGNMENT (this "Assignment") is dated and effective as of April 30, 2004 (the "Closing Date"), by and between UN-DU PRODUCTS, INC., a Delaware corporation ("Assignor"), and BIG TIME PRODUCTS, LLC, a Georgia limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 26, 2004 (the "Purchase Agreement"). Except as otherwise specifically defined herein, all initially-capitalized terms herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignment. Effective as of the Closing Date, Assignor does hereby fully and forever grant, sell, assign, transfer and deliver to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in, to and under all Intangible Property (defined below) owned or held by Assignor or issued to or licensed to Assignor, along with all income, royalties, damages or payments due or payable at the Closing or thereafter (including, without limitation, damages and payments for future infringements or misappropriations thereof) and Assignor's right to sue and recover for infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world (all of the foregoing is collectively referred to herein as the "Proprietary Rights"). As used herein, "Intangible Property" means and includes:

(a) All patents, patent applications, patent disclosures, patent licenses, and inventions (whether or not patentable and whether or not reduced to practice) (including, without limitation, the items listed on Schedule "I" hereto), and any reissues, continuations, continuations-in-part, revisions, extensions or reexaminations thereof, and all registrations, applications and renewals for any of the foregoing;

(b) All trademarks, trademark licenses, service marks, certification marks, trade dress, trade styles, logos, trade names and corporate names (including, without limitation, the items listed on Schedule "I" hereto), together with all goodwill associated therewith, and all translations, adaptations, derivations and combinations of the foregoing, and all registrations, applications and renewals for any of the foregoing;

(c) All copyrights, copyright licenses, copyrightable works, and mask works, and all registrations, applications and renewals for any of the foregoing;

(d) All proprietary information, trade secrets (common law or statutory) and confidential information (including, without limitation, ideas, formulac, compositions, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information);

(e) All websites and domain names and all computer software (including, without limitation, data, data bases, systems and related documentation);

(f) All other proprietary rights and intangible assets or property used in the operation of the business of Assignor and/or any of the other Purchased Assets;

(g) All machinery and equipment warranties relating to the Purchased Assets;  
and

(h) All copies and tangible embodiments of all of the above (in whatever form or medium).

2. Conflict. If there is any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

3. Further Assurances. Assignor and Assignee agree to execute and deliver such further instruments, agreements and assurances, as may be reasonably requested by the other, to evidence and provide for the assignment of Proprietary Rights as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

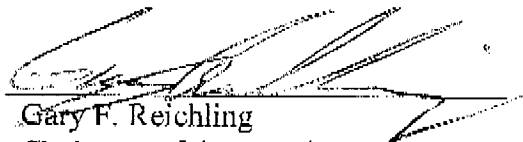
ASSIGNEE:

BIG TIME PRODUCTS, LLC, a Georgia limited liability company

By:   
Name: Harry S. Pierce, Jr.  
Its: Chief Executive Officer

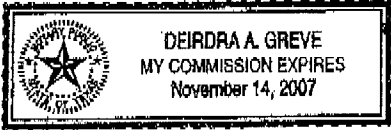
ASSIGNOR:

UN-DU PRODUCTS, INC., a Delaware corporation

By:   
Name: Gary F. Reichling  
Its: Chairman of the Board

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS       §

On this 30<sup>th</sup> day of April, 2004, before me a Notary Public in and for the State of Texas, personally appeared HARRY S. PIERCE, JR., known by me to be the person of the above name who signed the foregoing instrument on behalf and as a representative of BIG TIME PRODUCTS, LLC, and acknowledged the same to be his own free act and deed.

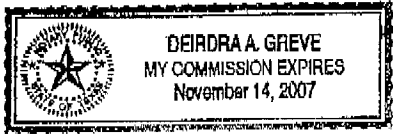


*Deirdra A. Greve*  
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Notary Public, State of Texas

My commission expires: Nov. 14, 2007

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS               §

On this 30<sup>th</sup> day of April, 2004, before me a Notary Public in and for the State of Texas, personally appeared GARY F. REICHLING, known by me to be the person of the above name who signed the foregoing instrument on behalf and as a representative of UN-DU PRODUCTS, INC., and acknowledged the same to be his own free act and deed.



*Deirdra A. Greve*  
Notary Public, State of Texas

My commission expires: Nov. 14, 2007

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SCHEDULE "1"

PATENTS AND TRADEMARKS

See attached.

Schedule 1.1(c)

**Proprietary Rights**

United States Letters Patent No. 5,333,967 entitled "Method and Apparatus For Removing Labels", issued on August 2, 1994.

Application for United States Patent for "Acid Neutralizing Composition, Sheet and Method" filed on July 18, 2002, with the U.S. Patent Office.

*See* the attached for a list of Seller's registered and pending trademarks.

License Agreement dated June 11, 2002, between Pentagal, Inc., as licensor, and Seller, as licensee, with respect to the exclusive license granted to Seller to manufacture and sell Pentagal's "Photo Keeper" product.

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UN-DU PRODUCTS, INC. TRADEMARKS

PRINTED ON: 8/14/2002

PAGE 1

MARKING	COUNTRY	FILED	APPL#	REGD#	REG#	STATUS	CLASSES
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PHOTOCARE							1
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12615/002001	UNITED STATES	10/19/2001	76/327,740	8/5/03	76327740	<del>PENDING</del> REGISTERED	3
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3 - Cleaning preparation for photographs

PHOTOCARE KIT							1
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12615/003001	UNITED STATES					PROPOSED	3
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3 - Photographic supplies, namely kit containing cleaning solution, cleaning cloth and storage case

THE SOLUTION THAT REALLY WORKS							1
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12615/004001	UNITED STATES	10/19/2001	76/327,853	6/3/03	76327853	<del>PENDING</del> REGISTERED	03
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03 - Cleaning preparation for photographs

UN and Design							1
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12615/005001	UNITED STATES	2/13/1997	75/242,375	10/6/1998	2,193,179	REGISTERED	1, 8
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1 - Chemical solvents for dissolving adhesive in labels, stickers, tags, decals and the like; chemical solvent for dissolving adhesive in labels, stickers, tags, decals and the like sold as an integral component of a hand-held scraper

8 - Hand tools, namely, scrapers used for the removal of labels, stickers, tags, decals and the like; hand-held combination scraper and liquid adhesive dissolving agent, all sold as a unit, for removing labels, stickers, tags, decals and the like

UN UNCONDITIONAL GUARANTEE and Design							1
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12615/009001	UNITED STATES	2/13/1997	75/242,357	10/6/1998	2,193,177	REGISTERED	1, 8
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1 - Chemical solvents for dissolving adhesive in labels, stickers, tags, decals and the like; chemical solvent for dissolving adhesive in labels, stickers, tags, decals and the like sold as an integral component of a hand-held scraper

8 - Hand tools, namely, scrapers used for the removal of labels, stickers, tags, decals and the like; hand-held combination scraper and liquid adhesive dissolving agent, all sold as a unit, for removing labels, stickers, tags, decals and the like

UNAU							1
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12615/006AU1	AUSTRALIA	10/23/1997	747036	10/23/1997	747036	REGISTERED	1, 8
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1 - Chemical substances for removing labels, stickers, tags and decalcomanias

8 - Hand-held combination scraper and liquid adhesive dissolving agent for removing labels, stickers, tags and decalcomanias

12615/006CA1	CANADA	12/4/1996	830710	1/15/1999	506598	REGISTERED	0
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0 - Chemical substances, namely solvents for dissolving glue and adhesives in removing labels, stickers, tags and decals; hand tools and instruments in the nature of scrapers and knives for removing labels, stickers, tags and decals

12615/006EU1	EUROPEAN UNION (	10/29/1996	379073	10/29/1996	379073	REGISTERED	1, 8
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1 - Chemical substances for removing labels, stickers, tags and decals

8 - Apparatus for the removal of labels, stickers, tags, decals and the like, namely self-adhesive objects

12615/006HK1	HONG KONG	12/12/1996	15650/96	12/12/1996	82489/1998	REGISTERED	1
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1 - Chemical substances for removing labels, stickers, tags and decals

12615-007HK1	HONG KONG	12/12/1996	15651/96	12/12/1996	82940/1998	REGISTERED	8
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8 - Hand tools and implements for removing labels, stickers, tags and decals

12615/006IN1	INDIA	12/10/1996	743400			PENDING	1
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1 - Chemical substances for removing labels, stickers, tags and decals

12615/007IN1	INDIA	12/10/1996	743401			PENDING	8
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8 - Hand tools and implements for removing labels, stickers, tags and decals

TRADEMARK

REEL: 002949 FRAME: 0772

UN-DU PRODUCTS, INC. TRADEMARKS

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MAT#	COUNTRY	FILED	APPL#	REG#	REG#	STATUS	CLASSES
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UN-DU continued...

12615/006MX1 MEXICO 12/10/1996 281923 12/10/1996539604 REGISTERED 1

1 - Chemical substances for removing labels, stickers, tags and decals

12615/007MX1 MEXICO 12/10/1996 281922 12/10/1996539603 REGISTERED 8

8 - Hand tools and implements for removing labels, stickers, tags and decals

12615/007PH1 PHILIPPINES 11/6/1997 126338 PENDING 8

8 - Hand-held combination scraper and liquid adhesive dissolving agent, all sold as a unit, for removing labels, stickers, tags and decals

12615/006001 UNITED STATES 3/24/1998 75/456,199 12/5/20002,409,773 REGISTERED 1

1 - Chemical solvents for dissolving adhesives in labels, stickers, tags, decals and the like with a hand held scraper/applicator, sold as a unit

12615/007001 UNITED STATES 4/29/1996 75/095,415 5/6/19972,059,162 REGISTERED 8

8 - Hand-held combination scraper and liquid adhesive dissolving agent, all sold as a unit, for removing labels, stickers, tags and decals

UN-DU 200 Design

12615/008001 UNITED STATES 2/13/1997 75/242,358 10/6/19982,193,178 REGISTERED 1, 8

1 - Chemical solvents for dissolving adhesive in labels, stickers, tags, decals and the like; chemical solvent for dissolving adhesive in labels, stickers, tags, decals and the like sold as an integral component of a hand-held scraper

8 - Hand tools, namely, scrapers used for the removal of labels, stickers, tags, decals and the like; hand-held combination scraper and liquid adhesive dissolving agent, all sold as a unit, for removing labels, stickers, tags, decals and the like

END OF REPORT

TOTAL ITEMS SELECTED = 18