

07-24-1998

COVER SHEET
BY



Telephone 800

To the Honorable Commission

100738876

file attached original documents or copy thereof.

MPA 7/22/98

1. Name of conveying party(ies):
 Protocol, Inc.
 1370 Mendota Heights Road
 Mendota, MN 55120

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

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

2. Name and address of receiving party(ies):
 Name: Protocol, LLC
 Internal Address: _____
 Street Address: 1370 Mendota Heights Road
 City Mendota State MN ZIP 55120

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 8, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark registration No.(s) 1,507,903 10/11/88

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Pamela Allen
 Internal Address: King & Spalding
 Street Address: 191 Peachtree Street
 City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): _____ \$ 40.00
 Enclosed
 Authorized to be charged to deposit account *chg/22/98*

8. Deposit account number: 110980
 (Attach duplicate copy of this page if paying by deposit account)

07/24/1998 JSHABAZZ 00000097 110980 1507903 DO NOT USE THIS SPACE
 01 FC:481 40.00 DP
 02 FC:484

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.

Pamela A. Allen *Pamela A. Allen* 7/16/98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

TRADEMARK ASSIGNMENT dated as of July 6, 1998, from PROTOCOL, INC., a Minnesota corporation ("Protocol") to PROTOCOL, LLC, a Delaware limited liability company (the "Purchaser").

AIR-SERV, INC., a Minnesota corporation (f/k/a AIR-VEND, INC., "Air-Serv") and AIR-SERV INTERNATIONAL, INC. (f/k/a AIR-SERV HOLDINGS, INC.), together with AIR-SERV DISTRIBUTION SERVICE, INC., a Minnesota corporation ("Distribution"), Protocol (together with Air-Serv and Distribution, the "American Companies"), AIR-SERV, LIMITED, an English corporation, AIR-SERV EUROPE, LTD., an English corporation ("Europe"), AIRVENDING, LTD., an English corporation ("Vending"), LANDWAY DEVELOPMENT [London], LTD., an English corporation ("Landway", and together with the American Companies, Limited, Europe, and Vending, the "Companies"), and DAVID BOBERT (the "Shareholder") are party to a Purchase Agreement dated as of May 27, 1998, as amended (the "Purchase Agreement"). The Purchaser desires to purchase from each of the American Companies substantially all of the assets relating to their business of manufacturing, operating and distributing free-standing tire-inflation, vacuum and water machines for retail petroleum sites and manufacturing, selling and distributing vending machines containing personal care products and novelties in public and private restrooms and other locations. The execution and delivery of this Trademark Assignment is a condition to Purchaser's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Protocol and the Purchaser hereby agree as follows:

Air-Serv, with its principal place of business at 1370 Mendota Heights Road, Mendota, Minnesota 55120, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, hereby assign all right, title and interest in and to the trademarks identified below to Air-Serv Operations, LLC, a Delaware limited liability company with its principal place of business at 1370 Mendota Heights Road, Mendota, Minnesota 55120 and its successors and assigns.

<u>Trademark No.</u>	<u>Registration Date</u>	<u>Title</u>
1507903	10/11/88	PROTOCOL

including any amendments, divisions, reapplications, reissues, extensions, or continuations-in-part related thereto, and including all rights to prosecute infringers of the trademarks, and to own all money damages that may be collected.

IN WITNESS WHEREOF, Protocol and the Purchaser have caused this Trademark Assignment to be executed and delivered on the date and year first written above.

PROTOCOL, INC.

PROTOCOL, LLC

By: David Bobert
(Signature)

By: Nicholas Peters
(Signature)

Name: _____
David Bobert
President

Name: _____
Nicholas Peters
Chief Executive Officer

Date: _____

Date: _____

State of Georgia
County of Fulton^{SS}

On this 27 day of July 1998, before me appeared David Bobert and Nicholas Peters, the persons who signed this instrument, who acknowledged that they signed it as a free act on behalf of the identified corporations with authority to do so.

[Signature]

Notary Public
County: _____
My Commission Expires: _____

