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06-18-1998

COVER SHEET
ONLY

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100741652

the attached original documents or copy thereof.

To the Honorable Commissioner (

1. Name of conveying party(ies):

L.B.D., Inc.

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

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

3. Nature of conveyance:

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

Execution Date: April 3, 1998

2. Name and address of receiving party(ies):

Name: Cornerstone Direct Corporation

Internal Address: Legal Dept.

Street Address: 2727 Chemsearch Blvd.

City: Irving State: TX ZIP: 75062

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,488,897

1,925,089

Additional numbers attached? Yes No

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

Name: Cornerstone Direct Corporation

Internal Address: Attn: Ruth A. Jasso

Legal Dept.

Street Address: 2727 Chemsearch Blvd.

City: Irving State: TX ZIP: 75062

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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

06/17/1998 TTON11 00000227 1488897

01 FC:481

40.00 TP

02 FC:482

25.00 TP

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.

Ruth A. Jasso

Name of Person Signing

RUTH A. JASSO

Signature

May 28, 1998

Date

TRADEMARK
Total number of pages comprising cover sheet: REEL: 1742 FRAME: 0770

1

TRADEMARK ASSIGNMENT

WHEREAS, this Trademark Assignment is made as of this 3rd day of April, 1998, by L.B.D., Inc., an Indiana corporation doing business as Medco Supply Company ("Seller"), having its principal place of business at 705 South Nichols, Muncie, Indiana 47303, in favor of Cornerstone Direct Corporation, a Texas corporation ("Buyer"), having its principal place of business at 500 Fillmore Avenue, Tonawanda, New York, 14150. Seller is the owner of those marks more particularly described on Exhibit A, attached hereto and incorporated for all purposes by reference (the "Marks"); and

WHEREAS, Buyer is desirous of acquiring the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby assign, sell, transfer, and convey unto Buyer and its successors and assigns, Seller's entire right, title, and interest in and to the Marks, together with that part of the goodwill of Seller's business connected with the use of and symbolized by the Marks, and any and all registrations thereof and applications for registration and all renewals thereof, and all common law rights in and associated with the Marks in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Seller may have either at law or in equity arising out of past, present, or future infringement of the Marks.

Seller hereby authorizes and requests the United States Commissioner of Patents & Trademarks and other corresponding officials of other jurisdictions, as appropriate, to record this assignment and to record Buyer as the owner of the Marks. Buyer's street and mailing address is 500 Fillmore Avenue, Tonawanda, New York 14150. Seller covenants that it has full right to make this assignment, and agrees that it will do everything possible to aid Buyer, its successors and assigns to defend and enforce the Marks. Seller further warrants and represents that Seller has full and unencumbered legal and equitable title to the Marks and will provide Buyer with instruments, papers and evidence to support any of the foregoing to the extent such evidence is in the possession or control of Seller.

IN WITNESS WHEREOF, Seller has caused these presents to be duly executed as of the date first written above.

SELLER:

L.B.D., INC.

By: *[Signature]*
Its: Chairman

STATE OF INDIANA

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§
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COUNTY OF Delaware

On this 3 day of April, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Lunstorf, the Chairman of L.B.D., Inc., known by me to be the person who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3 day of April, 1998.

Nancy Delgado
Notary Public in and for the
State of Indiana, County of Delaware

My Commission Expires:

1/3/2001

TRADEMARK

REEL: 1742 FRAME: 0772

**EXHIBIT A
TO
TRADEMARK ASSIGNMENT**

<u>Mark</u>	United States Patent and Trademark <u>Office Registration Number</u>
PRO-TRAINER	1,488,897
PRO-TRAINER	1,925,089

213305.1

RECORDED: 06/01/1998

TRADEMARK
REEL: 1742 FRAME: 0773