

RECORDATION FC

07-01-1998

DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARK



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its or copy thereof.

Tab settings

the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies):

Stewart Enterprises, Inc.

- Individual(s)
- General Partnership
- Corporation-State Penna.
- Other

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

3. Nature of conveyance:

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

Execution Date: June 1, 1998

Name and address of receiving party(ies)

Name: Stewart Ergonomics, Inc.

Internal Address:

Street Address: 25 Oak Drive

City: Doylestown State: PA ZIP: 18901

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Pennsylvania
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,072,904

Additional numbers attached? Yes No

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

Name: Sperry, Zoda & Kane

Internal Address: John J. Kane

Street Address: Suite D-One Highgate Dr.

City: Trenton State: NJ ZIP: 08618

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-3750

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

DO NOT USE THIS SPACE

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.

John J. Kane

Name of Person Signing

Signature

6/1/98

Date

Total number of pages including cover sheet, attachments, and document. 4

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ASSIGNMENT

STATE OF PENNSYLVANIA
) ss:
COUNTY OF ALLEGANY)

WHEREAS, STEWART ENTERPRISES, INC., a Pennsylvania corporation of 25 Oak Drive, Doylestown, Pennsylvania 18901 (hereinafter referred to as ASSIGNOR) is the owner of the entire rights, title, interest, benefits and privileges in and to United States Trademark Registration 2,072,904, registered on June 17, 1997, for ERGONOMIC in International Class 9; and

WHEREAS, ASSIGNOR has adopted, used and is using said mark in interstate commerce; and

WHEREAS, STEWART ERGONOMICS, INC., a Pennsylvania corporation of 25 Oak Drive, Doylestown, Pennsylvania 18901 (hereinafter referred to as ASSIGNEE) is desirous of acquiring all rights, title, interest, benefits and privileges to said mark and the registration thereof as well as the goodwill associated therewith;

WHEREAS, ASSIGNOR hereby warrants that there has not been any knowing conveyance to any other party of any rights whatsoever under the above mark or registration and that ASSIGNOR has a good and full right to assign same to the ASSIGNEE herein without encumbrance;

WHEREAS, ASSIGNOR further agrees to warrant that by execution of this agreement it shall apply to ASSIGNOR'S heirs and legal representatives, as well as ASSIGNOR, to do, upon ASSIGNEE'S request and at its expense, but without additional consideration, all acts reasonably serving to assure that the said mark, and the registration thereof, shall be held and

enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me or my heirs or representatives, if this assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents, disclaimers, and lawful affidavits or declarations in form and substance as may be requested by Assignee; to communicate to ASSIGNEE all facts known relating to said mark and registration thereof or the history thereof; and to furnish ASSIGNEE with any and all documents, photographs, models, samples and other physical exhibits under the control of ASSIGNOR or its heirs or legal representatives and which may be useful for establishing the facts concerning history of usage of said mark and prosecution and/or renewal of said registration thereof.

NOW THEREFORE, for good and valuable consideration furnished by ASSIGNEE to ASSIGNOR, receipt and sufficiency of which is hereby fully acknowledged, ASSIGNOR does hereby sell, assign and transfer unto said ASSIGNEE, all rights, title and interest, benefits, and privileges in and to the said mark and the registration thereof, together with the good will of the business symbolized by the above designated mark and registration thereof.

BY ASSIGNOR

STEWART ENTERPRISES, INC.

By 

Jack D. Stewart
President

Date JUNE 1 98

STATE OF Pennsylvania |
COUNTY OF DeLaware | SS:

On JUNE 1 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared JACK D. STEWART, known to me to be the President of the Corporation who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Notary Public
George I. French, Notary Public
Lower Merisfield Twp., Bucks County
Pa. Commission Expires July 13, 2000

(Seal)