

07-31-1998

FORM PTO-7594 (Rev. 8-83) OMB No. 0651-0011 (exp. 4/94)



100781754

OVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

JUL 27 1998

Tab settings

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

MRB 7-27-98

1. Name of conveying party(ies):

Maddux Publishing, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: June 30, 1998

2. Name and address of receiving party(ies)

Name: Maddux Report, L.C.

Internal Address: Post Office Box 202

Street Address: St. Petersburg FL 33731

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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)

1,435,117

Additional numbers attached? Yes No

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

Name: J. Todd Timmerman, Esquire

Internal Address: Post Office Box 172609

Tampa, FL 33672-0609

Street Address: 101 E. Kennedy Blvd.

Suite 2800, Barnett Plaza

Tampa FL 33602

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

8. Deposit account number:

(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.

J. Todd Timmerman, Esquire Name of Person Signing

Signature

July 23, 1998

Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK REEL: 1761 FRAME: 0649

1485117

07/30/1998

01 FC-461

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") is made as of the 30th day of June, 1998, by and between **MADDUX PUBLISHING, INC.**, a Florida corporation ("Assignor"), and **MADDUX REPORT, L.C.**, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, as of the date of this Assignment, Assignor is using or has used and is the sole owner of all right, title, and interest in and to the trademark "MADDUX REPORT" (the "Mark");

WHEREAS, Assignee desires to acquire the entire interest of Assignor in and to the Marks; and

WHEREAS, Assignor has agreed to sell, assign, and transfer to Assignee all right, title, and interest of Assignor in and to the Mark, including all derivatives thereof, all trademark and/or service mark applications therefor, and registrations thereof, and all goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises, a valuable sum in dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, absolutely and forever, all of its right, title, and interest, whether statutory or at common law, in and to the Mark throughout the world, together with the goodwill of the business symbolized by the Mark and all registrations and recordings of and pending applications relating to the Mark and all renewals thereof owned by Assignor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign jurisdiction, including, without limitation, U.S. Registration No. 1,435,117.

At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee or other parties designated by Assignee, at no cost or expense to Assignee, any new, additional, or confirmatory instruments and any other documents and perform all acts that may be necessary or desirable to effect the conveyance contemplated by this Assignment, to enable Assignee to register this Assignment in each of the jurisdictions where the Mark has been registered, and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant to this Assignment and to accomplish the intent and purpose of this Assignment.

Assignor agrees that it shall hereafter refrain from using the Mark or any confusingly similar marks, logos, or names in the conduct of business.

This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the respective Assignor and Assignee. This Assignment shall be governed in its construction, interpretation, and performance by the laws of the United States of America.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date and year first above stated.

“Assignor”

MADDUX PUBLISHING, INC.

By: *D. Carlen Maddux*
D. Carlen Maddux, President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 1st day of July, 1998, by **D. CARLEN MADDUX**, as President of **MADDUX PUBLISHING, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ as ~~identification~~.

Elizabeth A. Buzze
NOTARY PUBLIC
Name: Elizabeth A. Buzze
My: Commission Expires:

(notary seal)

