

MRD

RECOI

09-01-1998

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

8-27-98

7



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

AUG 27 1998

Tab settings

100804849

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Hyperion Partners L.P.

- Individual(s)
- General Partnership
- Corporation-State
- 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: June 8, 1998

2. Name and address of receiving party(ies)

Name: Hyperion Partners II L.P.

Internal Address: Suite 500

Street Address: 50 Charles Lindbergh Blvd.

City: Uniondale State: NY ZIP: 11553

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

- 74/349,342
- 74/422,469
- 74/688,420
- 74/688,412

B. Trademark Registration No.(s)

N/A

Additional numbers attached?  Yes  No

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

Name: Laura McCabe Brandt

Internal Address: Suite 500

Street Address: 50 Charles Lindbergh Blvd.

City: Uniondale State: NY ZIP: 11553

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

09/31/1998 ENVELOPE 00000027 74348342

DO NOT USE THIS SPACE

01 FC:481 40.00 CP  
02 FC:482 75.00 CP

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.

BY: Hyperion Partners L.P.,

BY: Hyperion Ventures L.P.,  
its General Partner,

BY:   
Salvatore A. Ranieri, Vice-President

Date

BY: Hyperion Funding Corp  
a General Partner

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

SCHEDULE A

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
HYPERION	74/688420	June 15, 1995
HYPERION	74/422469	August 5, 1993
HYPERION	74/688421	June 15, 1995
HYPERION	74/349342	January 19, 1993

## ASSIGNMENT OF SERVICE MARKS

This Assignment of Service Marks (the "Assignment") is made and entered into as of the 8<sup>th</sup> day of June, 1998 by and between Hyperion Partners L.P., a Delaware Limited Partnership ("HP") and Hyperion Partners II L.P., a Delaware Limited Partnership ("HPII").

WHEREAS HP adopted, used, and is the record owner of certain trade names, trademarks and service marks including, but not limited to, the service marks and applications therefor listed in the attached schedule A (collectively referred to as the "Marks"); and

WHEREAS HP licensed its affiliates to use the Marks as trade names, trademarks or service marks (collectively referred to as the "Licenses"); and

WHEREAS HPII is desirous of acquiring all of HP's right, title and interest in and to the Marks, the pending applications therefor and the Licenses; and

WHEREAS HPII, as assignee of HP's interest as licensor of the Marks, is a successor to that portion of the business to which the Marks pertain which business is ongoing and existing.

NOW therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, HP does hereby assign to HPII, its successors and assigns, absolutely and forever, (a) all right, title and interest whether statutory or at common law, in and to each of the Marks together with the goodwill of the business symbolized by it, and all registrations and pending applications therefor, together with the right and obligation to bring and defend all causes of action for any and all previous and future occurrences of infringement of the rights being assigned and the right to receive and retain all monetary and other proceeds relating to those causes of action, and (b) all of HP's right, title and interest in and to the Licenses.

For purposes of clarity, it is stated that HP retains no rights or obligations whatsoever with respect to the Marks or the Licenses.

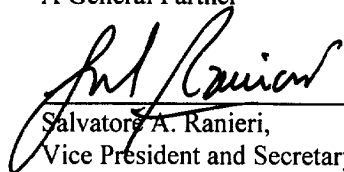
**[The remainder of this page has been intentionally left blank]**

IN WITNESS WHEREOF, the undersigned parties, authorized signatories of the respective partnerships, have executed this agreement on behalf of HP and HPII.

**HYPERION PARTNERS L.P.**

BY: HYPERION VENTURES L.P.,  
Its General Partner

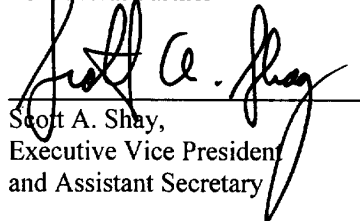
BY: HYPERION FUNDING CORP.,  
A General Partner

  
\_\_\_\_\_  
Salvatore A. Ranieri,  
Vice President and Secretary

**HYPERION PARTNERS II L.P.**

BY: HYPERION VENTURES II L.P.,  
Its General Partner

BY: HYPERION FUNDING II CORP.,  
Its General Partner

  
\_\_\_\_\_  
Scott A. Shay,  
Executive Vice President  
and Assistant Secretary

