

10-09-1998

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MRD 9-21-98



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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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09-21-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #61

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ENDE, DENNIS D.

09041998

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization MICHIGAN

Receiving Party

Mark if additional names of receiving parties attached

Name EZ BUY & EZ SELL RECYCLER CORPORATION OF SOUTHERN CALIFORNIA

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2898 ROWENA AVENUE

Address (line 2) _____

Address (line 3) LOS ANGELES

CALIFORNIA

90039

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization DELAWARE

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
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Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

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Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1605176"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

PERRY M. CHAPPANO, ATTORNEY



9-18-98

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARK

AGREEMENT made as of the ^{September} ~~4th~~ day of ~~June~~, 1998 by and between DENNIS D. ENDE, P.O. Box 8366, Holland, Michigan ("Assignor"), and EZ BUY & EZ SELL RECYCLER CORPORATION OF SOUTHERN CALIFORNIA, 2898 Rowena Avenue, Los Angeles, California 90039 ("Assignee").

RECITALS:

A. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has agreed to assign to the Assignee the trademark CLOSEOUT NEWS and the federal registration thereof on the Supplemental Register of the U.S. Patent & Trademark Office, Registration Number 1605176, and which the Assignor has adopted and is using for certain monthly general merchandise sales magazine(s) ("Trademark").

AGREEMENTS:

SECTION 1. ASSIGNMENT

The Assignor hereby assigns to the Assignee all of the Assignor's right, title, and interest in and to the Trademark, including the above-identified registration of the Trademark, any and all state or foreign registration of the mark, and all goodwill associated with the Trademark. This assignment is made by the Assignor to the Assignee free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization. The Assignee hereby accepts this assignment.

SECTION 2. EFFECT OF ASSIGNMENT

This assignment is intended to be and is an absolute sale and assignment of all right, title, and interest of the Assignor in and to the Trademark. This assignment is not executed as security in any respect. From and after the date of this assignment, the Assignee shall be the sole and lawful owner of the interest of the Assignor in and to the Trademark and shall have all rights of the Assignor in relation to the Trademark.

SECTION 3. WARRANTY OF TITLE AND RIGHT TO CONVEY

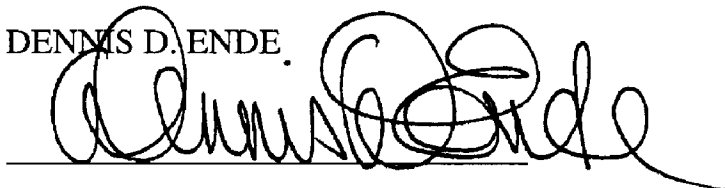
The Assignor represents and warrants that the Assignor is the sole and absolute owner of the Trademark, and the Assignor has good and valid right to sell and convey the Trademark to the Assignee.

SECTION 4. FUTURE ASSURANCES

The Assignor shall, upon the request of the Assignee, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Assignment.

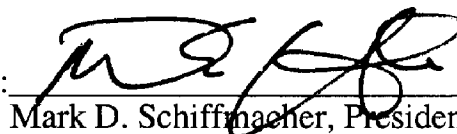
ASSIGNOR

DENNIS D. ENDE

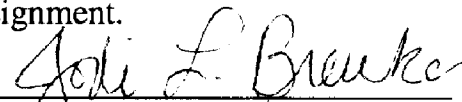


ASSIGNEE

EZ BUY & EZ SELL RECYCLER CORPORATION OF SOUTHERN CALIFORNIA

By: 
Mark D. Schiffmacher, President

On this 4th day of Sept, 1998, personally appeared Dennis D. Ende, the assignor above named, and acknowledged that he executed the foregoing Assignment.



Notary Public

JODI L. BREUKER
Notary Public, Allegan County, MI
My commission expires Aug. 3, 2002