

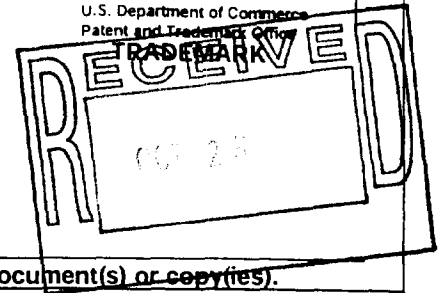
11-05-1998

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



100869606

U.S. Department of Commerce
Patent and Trademark Office



19-28-98

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

- 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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
09/30/98

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
10/12/98

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

11/04/1998 DNGUYEN 00000209 012520 1880107

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1808 FRAME: 0376

Domestic Representative Name and Address

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

Address (line 1)

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)

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.

R. Holland Campbell
Name of Person Signing


Signature

10/27/98
Date Signed

TRADEMARK ASSIGNMENT

This assignment agreement is entered into as of September 2^d, 1998, by and between NASC, INC., having its principal offices at 5 Connecticut Avenue, Norwich, Connecticut 06360 (hereinafter the "ASSIGNOR"), and GARY F. RUSSELL, an individual residing at 5 Connecticut Avenue, Norwich, Connecticut 06360 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of U.S. Service Mark Registration No. 1,880,107 for the mark FOCUS for use in connection with "educational services, namely conducting workshops and one-on-one training in the field of self-improvement" in International Class 41, which was registered with the United States Patent and Trademark Office on February 21, 1995, as well as any common law rights to that mark (hereinafter "the Mark"); and

WHEREAS, ASSIGNEE is desirous of becoming the owner by assignment of U.S. Service Mark Registration No. 1,880,107 for the Mark, as well as any and all rights to the Mark that are currently owned by ASSIGNOR; and

WHEREAS, ASSIGNOR desires to transfer to ASSIGNEE any and all right, title, interest and goodwill ASSIGNOR holds in and to the Mark, as well as to U.S. Service Mark Registration No. 1,880,107;

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00), the mutual promises and undertakings contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR warrants that it is the owner of the Mark, as well as U.S. Service Mark Registration No. 1,880,107; that said U.S. Service Mark Registration is currently valid; that it has used the Mark since the dates of first use recited in the U.S. Service Mark Registration and use of the Mark has not been abandoned; and that there is no challenge to the ownership pending and not resolved;

2. ASSIGNOR warrants that no security interest is presently outstanding in favor of any third party with respect to any of its rights in the Mark or U.S. Service Mark Registration No. 1,880,107.

3. ASSIGNOR agrees to cooperate with ASSIGNEE in providing any documentation or assistance that ASSIGNEE may reasonably request in securing and perfecting the rights to be transferred pursuant to this Assignment.

4. ASSIGNOR does hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, all right, title and interest in and to the Mark as well as U.S. Service Mark Registration No. 1,880,107, including any common law rights possessed in the Mark, together with all of the goodwill of the business symbolized by the Mark.

5. ASSIGNOR further assigns to ASSIGNEE all rights to damages or profits, due or accrued, arising out of past infringement of the Mark or injury to the goodwill connected with the use of the Mark.

6. This Assignment entered into by ASSIGNOR and ASSIGNEE, represents the entire agreement between the parties regarding assignment of the Mark, and supersedes any prior oral or written agreement or understanding between the parties on that subject.

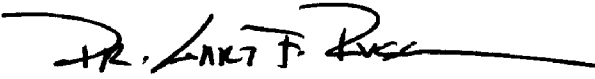
7. This Agreement is binding upon the parties, as well as their successors, assigns, officers and all those in concert or privity with them.

8. Each of the parties warrants that the individuals signing below have done so with full authority to bind the corporate and individual parties.


9. This Trademark Assignment shall be deemed effective as of the latter of the dates of signature set forth below.

IN WITNESS WHEREOF, the parties execute this Assignment effective on the date specified above.

ASSIGNOR
NASC, INC.

By: 
Name: _____
Title: CEO
Date: 10/12/98

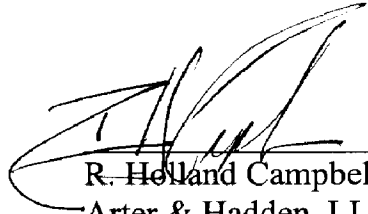
ASSIGNEE
GARY F. RUSSELL

By: 
Name: GARY F. RUSSELL
Date: 10/12/98

CERTIFICATE OF HAND DELIVERY

Date of Deposit: October 28, 1998

I hereby certify that the foregoing **Assignment of Trademark Registration for the mark FOCUS** has been deposited via hand delivery on the date indicated above at the United States Patent and Trademark Office addressed to Assistant Commissioner for Trademarks, BOX ASSIGNMENTS, 2900 Crystal Drive, Arlington, Virginia 22202-3513.



R. Holland Campbell
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Suite 400K
Washington, D.C. 20006

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