

TRADEMARKS ONLY



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10-27-98

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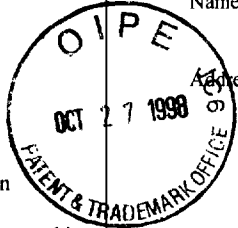
:marks  
:hereof.

1. Name of Party(ies) conveying an interest:  
 Louisiana Insurance Commission  
 Louisiana Department of Insurance  
 438 Main Street  
 Baton Rouge, Louisiana 70821

Entity:  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other - Louisiana State Agency

3. Interest Conveyed:  
 Assignment       Change of Name  
 Security Agreement       Merger  
 Other

Execution Date - March 2, 1994



2. Name and Address of Party(ies) receiving an interest:  
 Name: Topmem Group, L.P., (Georgia limited partnership)  
 whose general partner is Flo-Tenn, Inc., (Tennessee Corporation)  
 Address: 5170 Sanderlin Avenue, #201,  
 Memphis, Tennessee 38117

Entity:  
 Individual(s)       Association  
 Corporation-State       General Partnership       Limited Partnership - Georgia  
 Other

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:  
 Yes  
 No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached?       Yes       No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,994,409  
1,975,759

5. Please mail documents back to:

Paul W. Kruse  
Pillsbury Madison & Sutro LLP  
1100 New York Avenue, N.W.  
Washington, D.C. 20005-3918

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed: \$ 65.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 81520 / 254907  
C#      M#

11/04/1998 DMBUYEN 00000368 1994409

DO NOT USE THIS SPACE

01 FC:481      40.00 OP  
02 FC:482      25.00 OP

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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)

3

Attorney: Paul W. Kruse  
Date: October 27, 1998  
Atty/Sec: STB/PWK:teh

Tel: (202) 861-3613  
Fax: (202) 822-0944

## ASSIGNMENT OF NAMES, TRADEMARKS, LOGOS, ETC.

"Assignor," James H. "Jim" Brown, as Commissioner of Insurance for the State of Louisiana, in his official capacity as liquidator to Midwest Life Insurance Company, in consideration of the sum of \$10.00 in lawful money and other good and valuable consideration to it in hand paid by Topmarn Group, L.P., a Georgia Limited Partnership, "Assignee," the receipt and sufficiency of which is acknowledged, hereby quit claims, transfers and assigns unto Assignee, its successors and assigns, all right, title, and interest of Assignor, to the extent thereof, in and to all assignable and/or transferable names, trademarks, logos, plans, drawings, artwork, promotional material, photographs, and inventory as listed on Exhibit "A" attached hereto ("Names, Trademarks, Logos, Etc.") and to have and to hold the same unto Assignee, its successors and assigns, from and after the 21st day of July, 1994 (the "Assignment Date").

Assignee, in accepting this assignment, hereby acknowledges Assignor's obligations and assumes Assignor's obligations of performance contained in the Names, Trademarks and Logos, Etc. to be performed from and after the Assignment Date. Assignee will diligently and in good faith perform Assignor's obligations in accordance with all of the terms, covenants, and conditions contained in the Names, Trademarks, Logos, Etc. with respect to obligations of Assignor accruing or arising from and after the Assignment Date, all as if Assignee was an original party to the Names, Trademarks, Logos, Etc., and Assignee shall indemnify and hold Assignor harmless therefrom.

This Assignment is executed as part of and pursuant to the Purchase and Sale Agreement between Assignor and Assignee, effective March 2, 1994, ("Agreement"). The disclaimer of warranties, and other terms, and provisions of the Agreement pertaining to the assignment of names, trademarks, logos, etc. set forth in the Agreement are hereby incorporated herein.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed this 21st day of July, 1994.

James H. "Jim" Brown, as Commissioner of Insurance for the State of Louisiana, in his official capacity as liquidator to Midwest Life Insurance Company

By: Deborah Ayme  
Deborah Ayme as Director of  
Real Estate

FLO-TENN, INC., a Georgia Limited Partnership

By: Thomas F. Scheffler  
Thomas F. Scheffler, President

**SCHEDULE A**

**Assigned Trademarks in the United States**

**TCPSL**

**Reg. No. 1,994,409**

**Miscellaneous Design (Logo)**

**Reg. No. 1,975,759**