

11-23-1998

Form PTO-1594  
(Rev. 6-93)

11/2/98

REC



U.S. Department of Commerce  
Patent and Trademark Office

100908734

To the Assistant Commissioner for Trademarks: Please

1. Name of conveying party(ies):  
INVENTORY AUDITORS INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached?  yes  no

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other
  - Association
  - Limited Partnership
  - Merger
  - Change of Name

Execution Date: 6-25-98

2. Name and address of receiving party(ies):  
Name: HUFFY CORPORATION

Internal Address:  
Street Address: 225 BYERS ROAD  
City: MIAMISBURG State: OH Zip: 45342

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  yes  no

4. Application number(s) or registration numbers(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,333,562  
1,780,533  
1,717,120



11-02-1998

U.S. Patent & TMO/TM Mail Rpt Dt. #70

Additional numbers attached?  yes  no

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

Name: STACEY HEISER  
Internal Address:  
Street Address: 225 BYERS ROAD  
City: MIAMISBURG State: OH Zip: 45342

6. Total number of applications and registrations involved:..... 3

7 Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

E

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.*

STACEY M. HEISER

Name of Person Signing

*Stacey M. Heiser*

Signature

10-29-98

Date

Total number of pages comprising cover sheet: 4

11/20/1998 DNGUYEN 00000340 1333562

01 FC:481  
02 FC:482

40.00 OP  
50.00 OP

## Trademark Assignment

THIS ASSIGNMENT is effective as of this 25 day of June, 1998 ("Effective Date") from Inventory Auditors, Inc., a Colorado corporation located at 4275 Broadway, Unit D, Denver, Colorado 80216 ("Assignor") to Washington Inventory Service, a California corporation located at 9265 Sky Park Ct., Suite 100, San Diego, California 92123("Assignee").

WHEREAS, Assignor is the exclusive owner of all right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for the wire transfer payment made on the above date and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following:

1. All of its trademarks, trade names, service marks, service names and brand names, including without limitation (i) the trademarks listed on Schedule A annexed hereto and (ii) the trade name Inventory Auditors, Inc., together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");
2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");
3. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.
5. Any and all rights in and to Assignor's internet domain name of "Inventoryauditors.com."

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 25<sup>th</sup> day of June, 1998.

Inventory Auditors, Inc.

BY: Wm McNamara  
Name: W.M. McNAMARA  
Title: PRES.

State of Colorado

SS:

County of Douglas

On this 25<sup>th</sup> day of June, 1998, before me appeared William McNamara, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).

Christopher Little  
(Signature of Notary Public)

Christopher Little

my Commission Expires 3/30/2002

SCHEDULE A

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
IA Inventory Auditors, Inc.	1,333,562	April 30, 1985
IA Inventory Auditors, Inc.	1,780,533	July 6, 1993
Accucount	1,712,120	September 1, 1992