

MRO 11-12-98

12-04-1998

Docket No.: D

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 065-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03



100912916

Tab settings → → → ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

James Heddon's Sons, Inc.

- Individual(s)
- General Partnership
- Corporation-State **Michigan**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: **EBSCO Industries, Inc.**

Internal Address: **P.O. Box 1943**

Street Address:

City: **Birmingham** State: **AL** ZIP: **35201**

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **November 6, 1998**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

502,646 532,328 971,077

Additional numbers Yes No

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

Name: **Robert J. Veal, Registration No. 30,895**

Internal Address: **VEAL & ASSOCIATES**

Refund Ref: **12/02/1998 NGUYEN 0000068754**

~~CHECK Refund Total: \$30.00~~

Street Address: **200 Cahaba Park Circle,**

Suite 125

City: **Birmingham** State: **AL** ZIP: **35242**

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

3

7. Total fee (37 CFR 3.41):.....\$ **\$120.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:



11-12-1998

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

12/02/1998 NGUYEN 00000294 502646

DO NOT USE THIS SPACE

01 FC:441 40.00 OP
02 FC:442 50.00 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.

Robert J. Veal, Registration No. 30,895

November 9, 1998

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1822 FRAME: 0035

ASSIGNMENT OF TRADEMARKS

WHEREAS, James Heddon's Sons, Inc., a Michigan corporation ("HEDDON'S"), of 414 West Street, Dowagiac, Michigan 49047, is the owner of the "SPOOK Stylized" trademark, U.S. Registration No. 502,646, dated October 5, 1948, and "CHUGGER-SPOOK" trademark, U.S. Registration No. 532,328, dated April 4, 1950; and

WHEREAS, EBSCO Industries, Inc., a Delaware corporation ("EBSCO"), of Post Office Box 1943, Birmingham, Alabama 35201, is desirous of acquiring the entire interest of HEDDON'S in and to the "SPOOK Stylized" and "CHUGGER-SPOOK" trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, HEDDON'S, by these presents does sell, assign and transfer unto the said EBSCO all of its right, title and interest in and to the said trademarks described above, together with the goodwill of the business symbolized by said trademarks and registrations thereof, the same to be held and enjoyed by the said EBSCO, for its own use and benefit and that of its successors, assigns and legal representatives, to the full end of the term for which said trademarks are granted, as fully and entirely as the same would have been held had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives, subject to the rights of any licensees under any existing license agreements to which HEDDON'S is a party or to the obligations under which EBSCO may have succeeded or to which its right in said trademarks is subject and subject further to any obligations to said licensees which HEDDON'S may have; and said HEDDON'S does hereby covenant and agree with the said EBSCO to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer said trademarks, claims for damages by reason of past infringement and right to sue and collect therefor to EBSCO.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed at Fort Smith, ARKANSAS as of this 6th day of November, 1998.

JAMES HEDDON'S SONS, INC.

By: 

Its: Vice President

ATTEST:

By: 

Its: ASST SECY

TRADEMARK
REEL: 1822 FRAME: 0036

STATE OF ARKANSAS)
COUNTY OF Sebastian)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that William H. Wilson, whose name as Vice President of James Heddon's Sons, Inc., a corporation organized under the laws of the State of Michigan, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of November, 1998.

Billie R. Howard

My commission expires 8-15-00

(NOTARIAL SEAL)

ASSIGNMENT OF TRADEMARKS

WHEREAS, James Heddon's Sons, Inc., a Michigan corporation ("HEDDON'S"), of 414 West Street, Dowagiac, Michigan 49047, is the owner of the "DESIGN (SKELETON SYMBOL)" trademark, U.S. Registration No. 971,077, dated October 16, 1973; and

WHEREAS, EBSCO Industries, Inc., a Delaware corporation ("EBSCO"), of Post Office Box 1943, Birmingham, Alabama 35201, is desirous of acquiring the entire interest of HEDDON'S in and to the "DESIGN (SKELETON SYMBOL)" trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, HEDDON'S, by these presents does sell, assign and transfer unto the said EBSCO all of its right, title and interest in and to the said trademarks described above, together with the goodwill of the business symbolized by said trademarks and registrations thereof, the same to be held and enjoyed by the said EBSCO, for its own use and benefit and that of its successors, assigns and legal representatives, to the full end of the term for which said trademarks are granted, as fully and entirely as the same would have been held had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said trademarks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives, subject to the rights of any licensees under any existing license agreements to which HEDDON'S is a party or to the obligations under which EBSCO may have succeeded or to which its right in said trademarks is subject and subject further to any obligations to said licensees which HEDDON'S may have; and said HEDDON'S does hereby covenant and agree with the said EBSCO to execute and deliver such other and further instruments and take such other and further actions as may be necessary or appropriate to transfer said trademarks, claims for damages by reason of past infringement and right to sue and collect therefor to EBSCO.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed at Fort Smith, Arkansas as of this 6th day of November, 1998.

JAMES HEDDON'S SONS, INC.

By: 

Its: Vice President

ATTEST:

By: 

Its: AJY JECY