

02-10-1999

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



100962432

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

*EMLD
2-5-99*

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
10 31 94

Conveying Party

Mark if additional names of conveying parties attached

Name Premier One Products, Inc., a Nebraska corporation

Execution Date
Month Day Year
10 31 94

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- State of Incorporation/ Organization Nebraska

Receiving Party

Mark if additional names of receiving parties attached

Name Premier One Products, Inc., a Delaware corporation

DBA/AKA/TA

Composed of

Address (line 1) 1400 Kearns Boulevard, 2nd Floor

Address (line 2)

Address (line 3) Park City UT 84060

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

State of Incorporation/ Organization Delaware

02/10/1999 DCOATES 00000029 1509455

FOR OFFICE USE ONLY

FC:481 40.00 GP
FC:482 25.00 GP

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 97-110, Washington, D.C. 20503.

Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO THE OFFICE OF INFORMATION AND REGULATORY AFFAIRS.

Mail documents to be recorded with required cover sheet(s) to the
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20514

REEL: 1851 FRAME: 0486

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.

Stanley E. Soper, Assistant Secretary

02/05/99

Name of Person Signing

Signature

Date Signed

Express Mail

Airbill No.

Date of Deposit:

REEL: 1851 FRAME: 0487

TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (the "Assignment") is made and entered into as of this 31st day of October, 1994 ("Effective Date"), by and between Premier One Products, Inc., a Nebraska corporation, with its principal office at 4133 South 89th Street, Omaha, Nebraska 68127 ("Assignor"), and Premier One Products, Inc., a Delaware corporation, with its principal office at 185 State Street, Salt Lake City, Utah 84111 ("Assignee").

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 27, 1994 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business (as defined in the Agreement).

Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under: (i) the trademarks and the United States trademark registrations on Schedule A and the unregistered trademarks and applications therefor identified on Schedule B; (ii) the foreign trademarks and the foreign trademark registrations and the unregistered foreign trademarks and the applications therefor identified on Schedule C (the foregoing items (i) and (ii) collectively, the "Marks"); (iii) the trade names identified on Schedule D (the "Trade Names"); and (iv) the goodwill of the business associated with the Marks and the Trade Names.

Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks and the Trade Names, together with the goodwill of the business with which the Marks and the Trade Names are used.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks and the Trade Names together with the goodwill of the business with which the Marks and the Trade Names are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including,

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without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Marks and the Trade Names are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks or the Trade Names; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks or the Trade Names, including, but not limited to, testifying as to any facts relating to the Marks and Trade Names assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Marks or any of the Trade Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (iv) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 31st day of October, 1994.

PREMIER ONE PRODUCTS, INC.,
a Nebraska corporation

By: *Paul Taylor*

Its: *President*

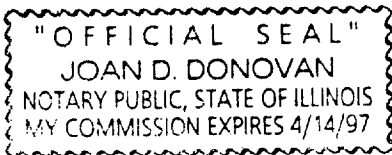
PREMIER ONE PRODUCTS, INC.,
a Delaware corporation

By: *Bob Hough*

Its: *Chairman*

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

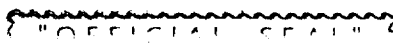
On this 31st day of October, 1994, there appeared before me Marshall G. Campbell, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Premier One Products, Inc., a Nebraska corporation.



Joan D. Donovan
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 31st day of October, 1994, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Premier One Products, Inc., a Delaware corporation.



Joan D. Donovan
Notary Public

*This assignment
pertains to the
highlighted marks
only.*

SCHEDULE A

Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Premier One	1,509,455	October 18, 1988
Prem Royale	1,604,270	July 3, 1990

SCHEDULE B

Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. #</u>	<u>Filing Date</u>	<u>Reg Date</u>
Premier One	74/464,300	1,878,421	November 30, 1993	2/14/95

SCHEDULE C

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
None			

Foreign Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. Date</u>
Premier One	Japan	5-65870	June 29, 1993
Premier One	Philippines	87189	July 30, 1993

SCHEDULE D

Trade Names

Premier One