

02-22-1999

IEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

LY



100968995

TM05/REV01

Tab settings

To the Honorable Commissioner of F.

re attached original documents or copy thereof.

1. Name of conveying party(ies):

Magic American Corporation
23700 Mercantile Road
Cleveland, OH 44122

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

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

3. Nature of conveyance:

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

Execution Date: **February 8, 1999**

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

Name: **Apex Medical Corp.**

Internal Address:

Street Address: **P. O. Box 1235
800 S. Van Eps Avenue**

City: **Sioux Falls** State: **SD** ZIP: **57101**

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,134,978
2,134,168
2,175,457

Additional numbers Yes No

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

Name: **John X. Garred**
Benesch, Friedlander, Coplan & Aronoff
Internal Address: **2300 BP Tower LLP**

Street Address: **200 Public Square**

City: **Cleveland** State: **OH** ZIP: **44114**

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:

02-2051

(Attach duplicate copy of this page if paying by deposit account)

02/19/1999 DNGUYEN 00000153 2134978

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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.

John X. Garred
Name of Person Signing

Signature

2/10/1999
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1857 FRAME: 0523

TRADEMARK ASSIGNMENT

WHEREAS, Magic American Corporation ("Magic"), an Ohio corporation having its principal place of business at, 23700 Mercantile Road, Cleveland, Ohio 44122 ("Assignor"), attained an ownership interest in certain trademarks ("Trademarks") identified in Schedule A attached hereto;

WHEREAS, Apex Medical Corp., a South Dakota corporation having its principal place of business at P.O. Box 1235, 800 South Van Eps Avenue, Sioux Falls, South Dakota 57101("Assignee"), desires to purchase the Trademarks owned by Assignor; and

WHEREAS, Assignor has agreed to assign all its right, title, and interest in such Trademarks to Assignee.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Trademarks together with all causes of actions, claims, and demands or other rights for or arising from any infringement, including past infringements of the Trademarks contained on Schedule A of this Trademark Assignment to Assignee.

Assignor will, at any time and from time to time, upon request of Assignee, do execute, acknowledge and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney, and assurances as may be required for the assigning, assuring, and confirming to Assignee, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the Trademarks intended to be assigned under this Trademark Assignment.

This Trademark Assignment shall be binding upon the successors, assigns, nominees, or other legal representatives of Assignor.

IN WITNESS WHEREOF, this Trademark Assignment is executed on this 8 day of February, 1999.

MAGIC AMERICAN CORPORATION

By: Scott Zeilinger V.P.
Name: Scott Zeilinger
Title: Vice President

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS

On this 8th day of FEBRUARY, 1999, before me personally came the above-named SCOTT ZEILINGER, VICE PRESIDENT of Magic American Corporation, to me personally known as the individual who executed the foregoing Trademark Assignment, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Marilyn Dulic
Notary Public

(SEAL)

MARILYN DULIC, Notary Public
State of Ohio
My commission expires Aug. 14, 1999
(Recorded in Cuyahoga County)

TRADEMARK
REEL: 1857 FRAME: 0525

SCHEDULE A

Trademarks - United States

<i>Trademarks</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>
ENABLERS and Design	75/103,209	05/13/96	2,134,978	02/03/98	Registered
ENABLERS	75/040,441	01/11/96	2,143,168	03/10/98	Registered
THE EASIER WAY	75/125,584	06/26/96	2,175,457	07/21/98	Registered

Trademarks - Mexico

<i>Trademarks</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>
ENABLERS	290,421	03/20/97			
ENABLERS	290,492	03/20/97			
ENABLERS	290,491	03/20/97			

Trademarks - Canada

<i>Trademarks</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>
ENABLERS	817,303	07/08/96	N/A	N/A	Allowed

Trademarks - South Africa

<i>Trademarks</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>
ENABLERS	96/13972-73	10/01/96			

Trademarks - Australia

<i>Trademarks</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>
ENABLERS	712343	07/09/96			

Trademarks - European Community

<i>Trademarks</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>
ENABLERS	311597	07/08/96			