

03-03-1999

TS DOCKET NO. 6809.97807

FORM PTO 1594



U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

<p>1. Name of conveying Party(ies): <u>MCD 2-26-99</u> Nanco, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>DNP, Inc.</u> Internal Address: Street Address: <u>1875 Kathy Whitworth Drive</u> City: <u>Braselton</u> State: <u>GA</u> Zip: <u>30517</u></p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation State <u>Georgia</u> <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be separate from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input type="checkbox"/> Other</p> <p>Execution Date: <u>February 25, 1999</u></p>	

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

<p>A. Trademark Application No.(s) <u>74/645768</u></p>	<p>B. Trademark Registration No.(s)</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Michael D. Hobbs, Jr., Esq.</u> Internal Address: <u>Troutman Sanders LLP</u> Street Address: <u>600 Peachtree St. NE Suite 5200</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30308</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Michael D. Hobbs, Jr. February 25, 1999
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 25th day of February, 1999, by and between Nanco, Inc. a Georgia corporation, located at 1770 Indian Trail Road, Norcross, Georgia 30093 ("Assignor"), and DNP, Inc. a Georgia corporation, located at 1875 Kathy Whitworth Drive, Braselton, Georgia 30517 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the owner of all right, title and interest in and to the following application (hereinafter referred to as the "Mark"):

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
ELAN ELITE	74/645768	March 13, 1995

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, along with the right to recover for damages and profits and other remedies for past infringement of the Mark.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Mark, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

By:

Name:

Title:

Anthony J. Mastandrea
Treasurer

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