

03-17-1999

U.S. Department of Commerce  
Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademark

100984735

if:

receiving party(ies):

1. Name of conveying party(ies)  
Early Price Pritchett, III

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

Name: Pritchett Publishing Company d/ba Pritchett & Associates  
Internal Address: \_\_\_\_\_  
Street Address: 13155 Noel Road, Suite 1600  
City: Dallas State: TX Zip 75240

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation - State: Texas  
 Other \_\_\_\_\_

Additional name(s) of conveying Party(ies) attached?

Yes  No

3-15-99

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: November 11, 1998

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 number(s):

A. Trademark Application No.(s): B. Trademark Registration No.(s): 1,825,391

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning documents should be mailed:  
Name: Andrea Sloan Pink  
Internal Address: Gibson, Dunn & Crutcher  
Jamboree Center  
Street Address: 4 Park Plaza

City Irvine State CA Zip 92614

6. Total number of applications and registrations involved: «Num»  
7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Andrea Sloan Pink Andrea Sloan Pink 3/13/99  
Name of Person Signing Signature Date

03/16/1999 JSHABAZZ 00000200 1825391 Total number of pages including cover sheet, attachments and document: 5

01 FG-101 40.00 00  
OMB No. 0651-0011

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Mail documents to be recorded with required cover sheet information to:  
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Washington, D.C. 20231

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OA990710.153/-1+

TRADEMARK  
REEL: 1868 FRAME: 0638

## SERVICE MARK ASSIGNMENT

This Service Mark Assignment (hereinafter "ASSIGNMENT") is effective as of \_\_\_\_\_, 1998, by and between Early Price Pritchett, III (hereinafter "ASSIGNOR"), a citizen of the United States of America having a residence at 9605 Winding Ridge Drive, Dallas, Texas 75238, and Pritchett Publishing Company, d/b/a Pritchett & Associates (hereinafter "ASSIGNEE"), a Texas corporation having a principal place of business at 13155 Noel Road, Suite 1600, Dallas, Texas 75240.

WHEREAS, ASSIGNOR has adopted, has used and is using the service mark (hereinafter "SERVICE MARK") as shown in U.S. Registration No. 1,825,391, (hereinafter "REGISTRATION") and as further identified in Exhibit 1, which is attached hereto, and the contents of which are herein incorporated by reference;

WHEREAS, ASSIGNOR is desirous of assigning the entire right, title and interest in and to said SERVICE MARK and said REGISTRATION to ASSIGNEE; and

WHEREAS, ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said SERVICE MARK and said REGISTRATION;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree to the following:

1. ASSIGNOR warrants that: ASSIGNOR has the full right and power to make this ASSIGNMENT of the SERVICE MARK and REGISTRATION; the SERVICE MARK and REGISTRATION are valid, subsisting, and enforceable; and ASSIGNOR has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the SERVICE MARK or REGISTRATION.
2. ASSIGNOR does hereby sell, assign and transfer to said ASSIGNEE all right, title and interest in and to said SERVICE MARK and said REGISTRATION, including, without limitation the following: all renewals therefor; all proceeds therefor, including, but not limited to, all license royalties and proceeds of infringement suits; the right to sue for past, present, and future infringements; and the goodwill of the business associated with and symbolized by the SERVICE MARK.
3. ASSIGNOR agrees to execute all papers and to perform such other proper acts as said ASSIGNEE may deem necessary to secure to ASSIGNEE or to its designee the rights herein assigned.
4. This ASSIGNMENT may not be altered, amended, or modified except by a writing signed by both ASSIGNOR and ASSIGNEE. This ASSIGNMENT shall be binding upon ASSIGNOR and its partners, successors, and assigns, and shall insure to the benefit of the ASSIGNEE and its successors and assigns. The interpretation, construction and performance of this ASSIGNMENT shall be governed by the laws of the State of Texas.

Early Price Pritchett, III

Early Price Pritchett, III

November 11, 1998

Date

ACKNOWLEDGMENT:

STATE OF TEXAS )

COUNTY OF Texas )

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this 11<sup>th</sup> day of November, 1998, personally appeared Early Price Pritchett, III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose therein expressed and in the capacity therein stated, thereunto duly authorized.

SEAL

Holley Holleman

Notary Public in and for the  
State of Texas

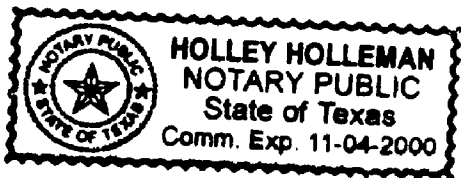


EXHIBIT 1

617087.1

TRADEMARK  
REEL: 1868 FRAME: 0641

Int. Cls.: 35 and 41



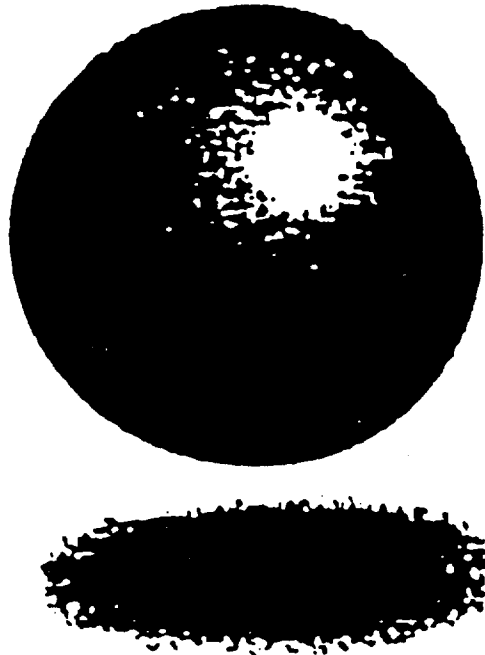
Prior U.S. Cls.: 101 and 107

**United States Patent and Trademark Office**

Reg. No. 1,825,391

Registered Mar. 8, 1994

**SERVICE MARK  
PRINCIPAL REGISTER**



PRITCHETT, E. PRICE (UNITED STATES CITIZEN)  
9605 WINDING RIDGE  
DALLAS, TX 75238

FOR: BUSINESS MANAGEMENT AND CONSULTATION SERVICES, IN CLASS 35 (U.S. CL. 101).

FIRST USE 6-1-1992; IN COMMERCE 6-1-1992.

FOR: EDUCATIONAL SERVICES; NAMELY, CLASSES IN THE FIELD OF ADAPTING TO

CHANGE IN THE CORPORATE ENVIRONMENT AND BOOKS AND TRAINING MANUALS THEREFOR, DISTRIBUTED AS A UNIT, IN CLASS 41 (U.S. CL. 107).

FIRST USE 6-1-1992; IN COMMERCE 6-1-1992.

SER. NO. 74-319,392, FILED 10-2-1992.

CORA ANN MOORHEAD, EXAMINING ATTORNEY