

TRADEMARK

05-06-1999

PGV-165

Tab settings → → → ▼

To the Honorable Commissione



ents or copy thereof.

1. Name of conveying party(ies):

Dudley Kebow, Inc.

04-16-1999

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #61

Name: **Progressive International, Inc.**

Internal Address:

Street Address: **6111 South 228th Street**

City: **Kent** State: **WA** ZIP: **98032**

- Individual(s)
- General Partnership
- Corporation-State **California**
- Other

- Association
- Limited Partnership

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

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

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: **March 11, 1999**

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

A. Trademark Application No.(s)

75/381,717

B. Trademark Registration No.(s)

**898,693
1,914,984
709,174**

Additional numbers Yes No

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

Name: **John R. Benefiel**

Internal Address:

6. Total number of applications and registrations involved:..... **4**

7. Total fee (37 CFR 3.41):.....\$ **\$160.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Refund Ref: 05/05/1999 DNGUYEN 0000080858

CHECK Refund Total: **(\$45.00)**

Street Address: **280 Daines Street**

Suite 100 B

City: **Birmingham** State: **MI** ZIP: **48009**

DO NOT USE THIS SPACE

05/05/1999 DNGUYEN 00000309 75381717

01 FC:481
02 FC:482

40.00 DP
75.00 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 R. Benefiel

Name of Person Signing

Signature

April 13, 1999

Date

Total number of pages including cover sheet, attachments, and

5

63-51-8
mrd

TRADEMARK ASSIGNMENT

WHEREAS, Dudley Kebow, Inc. a corporation organized under the laws of the State of California, located and doing business at 1965 Plaza Real, Oceanside, California 92056-6026, (hereinafter "Assignor") is the owner of the U.S. and foreign Trademark Registrations and the U.S. Trademark Application listed in Exhibit A hereto;

WHEREAS, Progressive International, Inc., a corporation organized under the laws of Delaware located and doing business at 6111 South 228th Street, Kent, Washington 98032 (hereinafter "Assignee"), desires to acquire the entire right, title and interest in and to each U.S. and foreign Trademark Registration and the U.S. Trademark Application listed in Exhibit A and the ongoing and existing business of Assignor to which the trademarks pertain;


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, the entire right, title and interest in and to the U.S. and foreign Trademark Registrations and the U.S. Trademark Application listed in Exhibit A, the ongoing and existing business of Assignor to which the trademarks pertain and the goodwill of the business connected with the trademarks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past infringements of the trademarks herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

In witness whereof, Dudley G. Kebow has set his hand this 11 day of March, 1999.

DUDLEY KEBOW, INC.



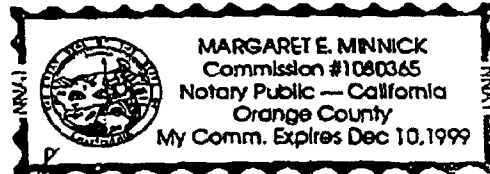
Dudley G. Kebow
President

State of California :
County of Orange :

Personally appeared before me the above-named Dudley G. Kebow, to me well known, who signed the foregoing ASSIGNMENT in my presence on the date thereof and acknowledged the same to be his voluntary act and deed.

Margaret E. Minnick
Notary Public

My commission to expire on 12/10/99.



In witness whereof, William Reibl has set his hand this day of March, 1999.

PROGRESSIVE INTERNATIONAL CORPORATION

William Reibl

William Reibl
President and CEO

State of WASHINGTON :
County of KING :

Personally appeared before me the above-named William Reibl, to me well known, who signed the foregoing ASSIGNMENT in my presence on the date thereof and acknowledged the same to be his voluntary act and deed.

Elizabeth de Desrochers
Notary Public

My commission to expire on 7/18/02.



EXHIBIT A

U.S. TRADEMARK REGISTRATIONS AND APPLICATION

- (1) U.S. Trademark Registration No. 898,693 for the mark **SPICE TREE (& Design)**, registered September 15, 1970.
- (2) U.S. Trademark Registration No. 1,914,984 for the mark **SPICE TREE**, registered August 29, 1995.
- (3) U.S. Trademark Registration No. 709,174 for the mark **MR. DUDLEY**, registered January 3, 1961.
- (4) U.S. Trademark Application No. 75/381,717 for the mark **GREAT SHAKES**, for which a Notice of Allowance issued December 8, 1998.

FOREIGN TRADEMARK REGISTRATIONS

- (1) Canadian Trademark Registration No. 357960 for **MR. DUDLEY**.
- (2) Italian Trademark Registration No. 716357 for **MR. DUDLEY**.
- (3) Italian Trademark Registration No. 716152 for **SPICE TREE**.
- (4) Spanish Trademark Registration No. 1945511 for **MR. DUDLEY**.
- (5) Spanish Trademark Registration No. 1945510 for **SPICE TREE**.