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FORM PTO-1594 (Substitute)

RECC

05-12-1999

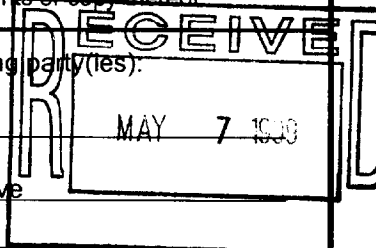


U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and

101035296

original documents or copy thereof



1. Name of conveying party(ies):

Geographics, Inc.

- Individual
- General Partnership
- Corporation-State Wyoming
- Other: _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Identity Group, Inc.

Address: 1480 Gould Drive

City: Cookeville State: TN Zip: 38506

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other and release of lien
- Merger
- Change of Name

Execution Date: May 4, 1998

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s)

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,925,437; 1,925,458; 1,929,801; 1,975,914; 1,923,635

Additional numbers attached? Yes No

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

Name: Maria N. Rullo

REED SMITH SHAW & McCLAY LLP

Address: P.O. Box 488

05/11/1999 JSHABAZZ 00000209 1925437

01 FC:481 40.00 DP
02 FC:482 100.00 DP

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6)): \$140.00

- Enclosed
- Authorized to be charged to deposit account
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(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 and copy of the original document.

Maria N. Rullo

Name of Person Signing

Maria N. Rullo
Signature

5/5/99
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 001899 FRAME: 0383
PGHLB-0438379.01-JLBURTNE 12:08 PM

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, GEOGRAPHICS, INC., a Wyoming corporation ("Geographics") has adopted, used and is using certain marks which are registered in, or applications for which are pending in, the United States and/or foreign countries, all of which marks, registrations thereof and applications therefore, together with any and all causes of action for infringement thereof are hereinafter more particularly described on Exhibit A attached hereto and made a part hereof, together with the goodwill of the business symbolized by such marks (the "Intellectual Property");

WHEREAS, U.S. BANK NATIONAL ASSOCIATION, having an address at 111 Southwest 5th Avenue, Suite 810, Portland, Oregon (the "Bank"), holds a valid and perfected first priority lien on the Intellectual Property;

WHEREAS, pursuant to Section 62A.9-504 of the Revised Code of Washington, the Bank has agreed to foreclose such liens by private sale of the Intellectual Property, and other collateral, to Identity and to apply the net sale proceeds to the obligations of Geographics owed to the Bank;

WHEREAS, the Bank, Geographics (hereinafter the Bank and Geographics, together, "Assignor"), and IDENTITY GROUP, INC., a Tennessee corporation, with an address at 1480 Gould Drive, Cookeville, Tennessee (hereinafter "Assignee"), have entered into an Amended and Restated Asset Purchase Agreement (the "Agreement") dated as of May 4, 1998;

WHEREAS, the Bank and Geographics hereby agree to collectively assign to Assignee all of their respective right, title and interest in and to the Intellectual Property.

NOW THEREFORE, pursuant to Section 9-504 and intending to be legally bound, the Bank is conveying to Assignee all of Geographics' right, title and interest in and to the Intellectual Property.

FURTHER, intending to be legally bound, Geographics quitclaims any further right, title and interest in and to the Intellectual Property it may have to Assignee, pursuant to the terms and provisions of the Agreement and for the consideration specified therein.

WITNESS the due execution hereof as of the 4th day of May, 1998.

U. S. BANK NATIONAL ASSOCIATION

By: [Signature]
Name: Roger C. Lundeen
Title: Vice President

GEOGRAPHICS, INC.

By: _____
Name: _____
Title: _____

STATE OF Oregon)
County of Multnomah) ss.

This instrument was acknowledged before me on this 4th day of May, 1998, by Roger C. Lundeen, as Vice President of U.S. BANK NATIONAL ASSOCIATION, an _____ corporation.



[Signature]
NOTARY PUBLIC FOR Oregon
My Commission Expires: 11/13/98

STATE OF _____)
County of _____) ss.

This instrument was acknowledged before me on this _____ day of May, 1998, by _____, as _____ of GEOGRAPHICS, INC., an _____ corporation.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

WITNESS the due execution hereof as of the 4th day of May, 1998.

U. S. BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

GEOGRAPHICS, INC.

By: *[Signature]*
Name: RONALD F. DEWAS
Title: PRESIDENT

STATE OF _____ }
County of _____ } ss.

This instrument was acknowledged before me on this _____ day of May, 1998, by _____ as _____ of U.S. BANK NATIONAL ASSOCIATION, an _____ corporation

NOTARY PUBLIC FOR _____
My Commission Expires: _____

STATE OF Washington }
County of Whatcom } ss.

This instrument was acknowledged before me on this 4th day of May, 1998, by Ronald Dewas as President of GEOGRAPHICS, INC., an _____ corporation.

[Signature]
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 9/8/01

** TOTAL PAGE.002 **

Exhibit A

INTELLECTUAL PROPERTY RIGHTS

A. Registered Trademarks (United States, Canada, Australia)

1. GEOTYPE
2. GEOTAPE
3. GEOSTENCIL
4. GEOSIGN

B. Registered Trademarks (United States only)

1. SHIELD 'N' SEE

REED SMITH SHAW & McCLAY LLP

Writer's Direct Numbers:
Phone 412-288-4272
Fax 412-288-3063
mnrullo@rssl.com

435 Sixth Avenue
Pittsburgh, Pennsylvania 15219-1886
Phone: 412-288-3131
Fax: 412-288-3063

May 5, 1999

Honorable Commissioner of
Patents and Trademarks

BOX ASSIGNMENT

Washington, DC 20231

Re: Assignment of Marks/Registration
Geographics, Inc. to Identity Group, Inc.
Atty. Docket Nos.: 99-109-US, 99-110-US,
99-111-US, 99-112-US, 99-113-US

Dear Sir:

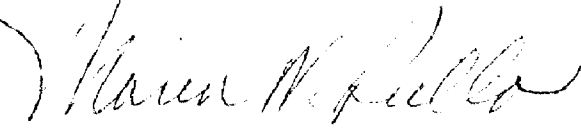
Enclosed are the following for filing in connection
with the referenced trademark registrations:

1. An executed Assignment of Intellectual Property Rights with attached completed Assignment Recordation Cover Sheet-Trademarks Only;
2. A check in the amount of \$140.00, representing the fee for recordation of the enclosed Assignment for five (5) trademark properties;
3. A self-addressed stamped postcard, return of which is requested to acknowledge receipt of the enclosed documents.

The Commissioner is hereby authorized to charge any additional fees due, or credit any overpayment, to Deposit Account No. 18-0582. A duplicate copy of this authorization is enclosed.

Very truly yours,

REED SMITH SHAW & McCLAY LLP

By 

Maria N. Rullo

Harrisburg, PA McLean, VA Newark, NJ New York, NY Philadelphia, PA Princeton, NJ Washington, DC

RECORDED: 05/07/1999

TRADEMARK
REEL: 001899 FRAME: 0388