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To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

LOUIS J. PEARLMAN

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

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

3. Nature of conveyance:

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

Execution Date: 6-24-1999

2. Name and address of receiving party(ies)

Name: BRIAN THOMAS LITRELL

Internal Address:

Street Address: 976 Lily Court

City: Lexington State: KY ZIP: 40504

- Individual(s) citizenship U.S.A.
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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)

74-720,239

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: JORDAN S. KELLER

Internal Address:

Street Address: Lassiter Tidwell & Hildebrand and 213 Fifth Avenue, North

City: Nashville State: TN ZIP: 37219

07/02/1999 DWUYEN 00000233 74720239

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

Please charge any additional fees due, or credit any over payment to:

8. Deposit account number:

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

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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.

HOWARD N. ARONSON

Name of Person Signing

Signature

6-30-99

Date

Total number of pages including cover sheet, attachments, and document: 3



## ASSIGNMENT OF TRADEMARK

WHEREAS, **LOUIS J. PEARLMAN** (hereinafter "Assignor"), a United States citizen with offices located at 7380 Sand Lake Road, Suite 350, Orlando, Florida 32819 was the owner of all right, title and interest in and to the below listed trademark which has been applied for at the United States Patent and Trademark Office, particulars of which are as follows:

<u>Trademark</u>	<u>Serial No.</u>
B-ROK and Design	74-720,239

(hereinafter the "Mark");

WHEREAS, **BRIAN THOMAS LITTRELL** (hereinafter "Assignee"), a United States citizen, successor to the portion of Assignor's business to which the Mark pertains which is ongoing and existing, with a place of business located at 976 Lily Court, Lexington, KY 40504, was desirous of acquiring the aforesaid Mark, together with the goodwill of the business symbolized by the Mark;

WHEREAS, by agreement, Assignee received all rights, title, and interest in and to the aforesaid Mark, together with the goodwill of the business symbolized thereby, and is the successor to the portion of Assignor's business to which the Mark pertains, which is ongoing and existing; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation at the United States Patent and Trademark Office recording title in and to the aforesaid Mark in the name of Assignee.

NOW, THEREFORE, effective as of for and in consideration of and in exchange for Ten (\$10.00) Dollars and other good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, said Assignor hereby acknowledges and confirms its prior said transfer, and does hereby sell, assign, and transfer unto said Assignee all rights, title and interest in and to said Mark, including the registration thereof and the Certificate of Registration duly and legally issued therefor, and any and all renewals thereof for the Mark, together with that portion of Assignor's business to which the Mark pertains, which is ongoing and existing, and the goodwill of the business symbolized thereby, and further including, without limitation, all claims for damages by reason of past infringement and the right to sue for and the right to collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Mark and the registration thereof.

Assignor agrees to sign and execute any further documents or instruments which may be necessary and proper to effect the purpose and intent of this Assignment document, including further recordations, and the like.

  
LOUIS J. PEARLMAN

Date: 6-24-99

State of FL :

SS:

County of Orange :

On this 24<sup>th</sup> of June, 1999, before me personally appeared Louis J. Pearlman, to me known and known to me to be the person mentioned and described in, and who executed the foregoing Assignment of Trademark, and he duly acknowledged to me that he executed same.



Notary Public Kristin M Finger