

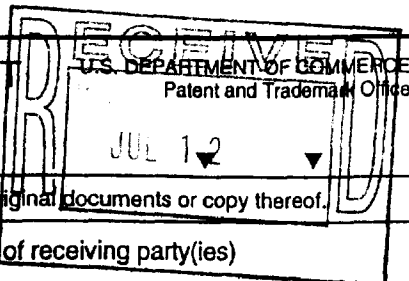
07-14-1999

FORM PTO-1594  
(Rev. 8-93)  
OMB No. 0651-0011



101088182

1 FORM COVER SHEET  
MARKS ONLY



Tab settings

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

6/12/99  
MEL

1. Name of conveying party(ies):

GPA, INCORPORATED

- 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: June 16, 1999

2. Name and address of receiving party(ies)

Name: FRANCHISE WHOLESALE CO., LLC

Internal Address: \_\_\_\_\_  
 Street Address: 151 Chesterfield Ind. Blvd.  
 City: Chesterfield State: MO ZIP: 63005

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

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)

1,780,498

1,926,639

Additional numbers attached?  Yes  No

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

Name: Denise C. Mazour

Internal Address: Suite 1111

Zarley, McKee, Thomte, Voorhees & Sease

Street Address: 2120 So. 72nd St.

City: Omaha State: NE ZIP: 68114

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- 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

07/13/1999

HTH:R1 00000290 1780498

01 FC:481  
02 FC:482

40.00 DP  
25.00 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.

Denise C. Mazour

Name of Person Signing

*Denise C. Mazour*  
Signature

July 16, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK  
REEL: 001926 FRAME: 0418

## ASSIGNMENT

**WHEREAS**, GPA Incorporated, d/b/a GPA Marketing (hereinafter "Assignor"), a corporation organized and existing under the laws of the State of Missouri having an address of 4807 North Lindbergh Boulevard, St. Louis, Missouri 63044, represents and warrants that it owns, intends to adopt and use, and/or has adopted, used, and is using, the marks set forth in the attached schedule A and which are registered in the U.S. Patent and Trademark Office as U.S. Registration No. 1,780,498, dated July 6, 1993, and U.S. Registration No. 1,926,639, dated October 10, 1995, (hereinafter the "Marks"); and

**WHEREAS**, effective as of June 1, 1999 (the "Effective Date"), Assignor desires to assign and transfer any and all right, title and interest that it has in, to and under the Marks, all applications, registrations and common law rights therein, and any and all goodwill associated therewith, to Franchise Wholesale Co., L.L.C.(hereinafter "Assignee"), a Missouri limited liability company; and

**WHEREAS**, Assignee, desires to acquire any and all right, title and interest that Assignor, has in, to and/or under the Marks, all applications, registrations and common law rights therein, and any and all goodwill associated therewith;

**NOW, THEREFORE**, for seventy-five thousand dollars (\$75,000.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under the Marks, all applications, registrations and common law rights therefor and thereto, together with any and all of the goodwill of the business symbolized by and associated with the Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto (provided, however, that GPA shall remain entitled to all commissions earned prior to the Effective Date), and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks and any other rights assigned to Assignee under this Assignment.

Assignor hereby agrees to provide its good faith efforts, at Assignee's sole cost and expense, to execute, acknowledge and deliver any and all documents as may be necessary or desired by Assignee to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in, to and/or under the Marks, and any and all goodwill associated therewith, that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, and/or any variation thereof.

Assignor hereby makes the following representations and warranties, each of which is true and correct on the date hereof and, except for changes expressly permitted by this Assignment, shall be true and correct on the Effective Date and each of which shall survive the Effective Date and the transactions contemplated hereby:

(a) *Corporate Existence and Power of Assignor.* Assignor is a corporation duly organized, validly existing and in good standing under the laws of the jurisdictions indicated therein. Assignor has the corporate power and authority to own and use the Marks and to

transact the business in which it is engaged, holds all franchises, licenses and permits necessary and required therefor, is duly licensed or qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such license or qualification is required. Assignor has the corporate power to enter into this Assignment, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

(b) *Validity.* The execution and delivery of this Assignment and the consummation of the transactions contemplated hereby have been duly authorized, approved and ratified by all necessary action on the part of Assignor. Assignor has full authority to enter into and deliver this Assignment, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. This Assignment is the legal, valid and binding obligation of Assignor, enforceable against Assignor according to its terms.

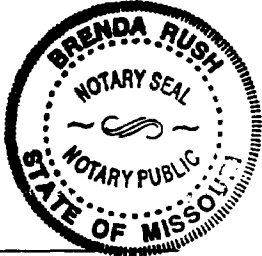
(c) *No Breach of Law or Governing Documents.* Assignor has complied with and is not in default under or in breach or violation of any applicable law of any Government body, or the provisions of any franchise or license, or in default under or in breach or violation of any provision of its articles or certificate of incorporation or association or its bylaws. The execution of this Assignment does not and will not constitute or result in any such default, breach or violation. No Government permits or consents are necessary to effect the transactions contemplated hereby.

(d) *Litigation and Arbitration.* There is no suit, claim, action or proceeding now pending or, to the best knowledge of Assignor, threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body, nor are there any grounds therefor, to which Assignor is a party or which may result in any judgment, order, decree, liability, award or other determination which will, or could, have any adverse effect upon any of the Marks. No such judgment, order, decree or award has been entered against Assignor nor has any such liability been incurred which has, or could have, such effect. There is no claim, action or proceeding now pending or threatened before any court, grand jury, administrative or regulatory body, Government agency, arbitration or mediation panel or similar body which will, or could, prevent or hamper the consummation of the transactions contemplated by this Assignment, and the Assignor has not been or been threatened to be subject to, and, to the best knowledge of Assignor, there are no grounds for, any suit, claim, litigation, proceeding (administrative, judicial, or in arbitration, mediation or alternative dispute resolution), Government or grand jury investigation, or other action or order, writ, injunction, or decree of any court or other Government relating to personal injury, death, or property or economic damage arising from products of the Assignor.

Assignor shall defend and hold Assignee, and, from and after the Effective Date, and its members, officers, successors, assigns, and agents of each of them, harmless and indemnify each of them from and against, and waives any claim for contribution or indemnity with respect to, any and all claims, losses, damages, liabilities, expenses or costs ("Losses"), plus reasonable attorneys' fees and expenses incurred in connection with Losses and/or enforcement of this Assignment incurred or to be incurred by any of them (a) to the extent resulting from or arising out of any breach or inaccuracy of any representation, warranty or covenant of Assignor in this Assignment; (b) with respect to any claim of infringement or similar claim arising from the use of the Marks prior to the Effective Date; and/ or (c) the costs and expense of defending any action, demand or claim by any third party against or affecting the Assignee which, if true or successful, would give rise to a breach of any of the

representations, warranties or covenants of Assignor, even if such action, demand or claim ultimately proves to be untrue or unfounded. Assignee shall notify Assignor in writing within 3 business days of any such claim or suit specifying the amount and nature of the claim or suit, and of any other matter with respect to such claim for indemnification. Assignor has the right to participate at its own expense in the defense of such matter or its settlement.

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.



Date **BRENDA RUSH**  
NOTARY PUBLIC - STATE OF MISSOURI  
JEFFERSON COUNTY  
My Commission Expires Feb. 17, 2001

ASSIGNOR:

GPA INCORPORATED  
d/b/a GPA MARKETING

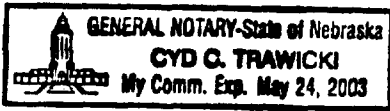
By: Jon Arano  
Title: Pres

State of )  
                  ) SS  
County of )

On this 16<sup>th</sup> day of June, 1999, before me, a Notary Public in and for the City of Merfeld in the State of MO., personally appeared Jon Rand, to me known to be the PRESIDENT of GPA Incorporated., and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

Cyd C Trawicki Brenda Rush  
Notary Public

My commission expires:



ASSIGNEE:

FRANCHISE WHOLESALE CO., L.L.C.

6-16-99  
Date

By: Keith Thomas  
Title: MANAGING MEMBER

State of )  
                  ) SS  
County of )

On this 16<sup>th</sup> day of June, 1999, before me, a Notary Public in and for the City of Shawnee in the State of MO, personally appeared KEITH THOMAS, to me known to be the Manager of Franchise Wholesale Co., L.L.C., and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

*Brenda Rush*  
Notary Public

My commission expires:



## SCHEDULE A

1. Mark: SHIELD  
U.S. Registration No. 1,926,639  
Filing Date: April 23, 1993  
Registration Date: October 10, 1995  
Goods and Services: Cigarettes
  
2. Mark: Shield Design  
U.S. Registration No. 1,780,498  
Filing Date: November 23, 1992  
Registration Date: July 6, 1993  
Goods and Services: Tobacco products; namely, cigarettes