

D/S

07-29-1999

Form PTO-1594

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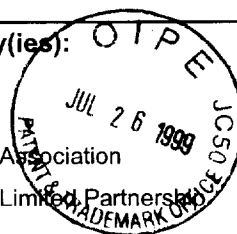
U.S. Department of Commerce
Patent and Trademark Office

7.26.99

101105537

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

<p>1. Name of conveying party(ies): Rumco, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Rumco Acquisition Corporation</u> Internal Address: _____ Street Address: <u>700 S 2nd Street</u> <u>Springfield, IL 62704-1136</u> <u>Sangamon County</u> City: _____ State: _____ Zip: _____ Country: _____</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the U.S., a domestic representative designation is attached? <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: _____</p>	



4. Application Number(s) or Registration Number(s):
A. Trademark Application No.(s): 75/054,200 B. Trademark Registration No.(s): 2,167,413

Additional numbers attached? Yes No

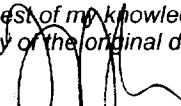
<p>5. Name and address of party whom correspondence concerning document should be mailed: DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP Internal Address: <u>Atty. Dkt.: F8800.0413</u> <u>Attn: Donald A. Gregory, Esq</u> Street Address: <u>2101 L Street, NW</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037-1526</u></p>	<p>6. Total Number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 C.F.R. 3.41) \$ <u>65.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account No. <input checked="" type="checkbox"/> Credit any overpayment; Debit any underpayment.</p> <p>8. Deposit Account Number: <u>04-1073</u></p>
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01 FC:481
02 FC:482

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.


Name of Person Signing: Donald A. Gregory Signature: _____ Date: 7-26-99
Reg. No. 28954

Total number of pages including cover sheet, attachments, and document: 11

ASSIGNMENT
(U.S. and Foreign Trademarks)

WHEREAS, RUMCO INC., a corporation organized and existing under the laws of the State of Illinois (herein referred to as the "assignor"), has adopted and is using the Marks set forth in SCHEDULE A hereof which they have used in various countries throughout the world including the United States; and

WHEREAS, RUMCO ACQUISITION CORPORATION, a corporation organized and existing under the laws of the State of Delaware (herein referred to as the "assignee"), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the assignor does hereby assign and transfer to the assignee the entire right, title and interest in and to the registrations for said Marks and all of its right, title and interest to said Marks not presently registered set forth in SCHEDULE A hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

FOR THE SAME CONSIDERATION, the assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the assignor is the sole and lawful owner of the entire right, title and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the assignor has

good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the assignor hereby covenants and agrees that the assignor will, whenever counsel of the assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Marks and registrations thereof without charge to the assignee, its successors, legal representatives and assigns, other than reasonable costs and expenses incurred by the assignor or any of its employees, agents and representatives in connection with the foregoing actions.

ASSIGNOR:

Signed at Schaumburg, in the County of Cook, State of Illinois, this 30th day of April, 1999.

RUMCO INC.

By:

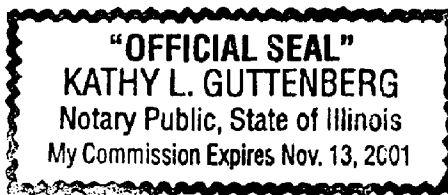
Eugene J. Gorski
Eugene J. Gorski, President

STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

I, Kathy L. Guttenberg, a Notary Public in and for said County, in the State aforesaid, do hereby certify that EUGENE J. GORSKI, the President of RUMCO INC., an Illinois corporation ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

(SEAL)

Kathy L. Guttenberg
Notary Public



ASSIGNEE:

Signed at Schaumburg, in the County of Cook, State of Illinois, this 30th day of April, 1999.

RUMCO ACQUISITION CORPORATION

By: _____

Type Name: _____

Title: _____

STATE OF ILLINOIS)

) ss:

COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ the _____ of RUMCO ACQUISITION CORPORATION, a Delaware corporation ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

(SEAL)

Notary Public

SCHEDULE A

REGISTRATIONS, APPLICATIONS AND COMMON LAW MARKS

**MARK: SAY NO TO VOICE MAIL. AT RUMCO INC. ALWAYS A PERSON,
ALWAYS A PERSONAL TOUCH**

<u>Reg'n.</u>	<u>Date</u>	<u>App'n._</u>	<u>Filing</u>	
<u>Number</u>	<u>Reg'd</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>
		75/054,200	2/6/1996	United States

MARK: RUMCO INC. (& Design)

<u>Reg'n.</u>	<u>Date</u>	<u>App'n._</u>	<u>Filing</u>	
<u>Number</u>	<u>Reg'd</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>
2,167,413	6/23/1998	75/287,019	4/28/1997	United States

30661\001\Assignment of Trademarks

ASSIGNMENT
(U.S. and Foreign Trademarks)

WHEREAS, RUMCO INC., a corporation organized and existing under the laws of the State of Illinois (herein referred to as the "assignor"), has adopted and is using the Marks set forth in SCHEDULE A hereof which they have used in various countries throughout the world including the United States; and

WHEREAS, RUMCO ACQUISITION CORPORATION, a corporation organized and existing under the laws of the State of Delaware (herein referred to as the "assignee"), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the assignor does hereby assign and transfer to the assignee the entire right, title and interest in and to the registrations for said Marks and all of its right, title and interest to said Marks not presently registered set forth in SCHEDULE A hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

FOR THE SAME CONSIDERATION, the assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the assignor is the sole and lawful owner of the entire right, title and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the assignor has

good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the assignor hereby covenants and agrees that the assignor will, whenever counsel of the assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Marks and registrations thereof without charge to the assignee, its successors, legal representatives and assigns, other than reasonable costs and expenses incurred by the assignor or any of its employees, agents and representatives in connection with the foregoing actions.

ASSIGNOR:

Signed at Schaumburg, in the County of Cook, State of Illinois, this 30th day of April, 1999.

RUMCO INC.

By:

Eugene J. Gorski
Eugene J. Gorski, President

STATE OF ILLINOIS)

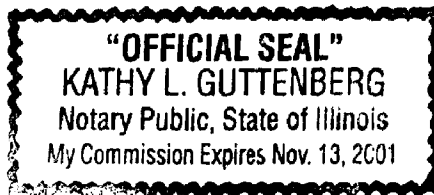
) ss:

COUNTY OF Cook)

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(SEAL)

Kathy L. Guttenberg
Notary Public



ASSIGNEE:

Signed at Schaumburg, in the County of Cook, State of Illinois, this 30th day of April, 1999.

RUMCO ACQUISITION CORPORATION

By: _____

Type Name: _____

Title: _____

STATE OF ILLINOIS)

) ss:

COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ the _____ of RUMCO ACQUISITION CORPORATION, a Delaware corporation ("Corporation"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

(SEAL)

Notary Public