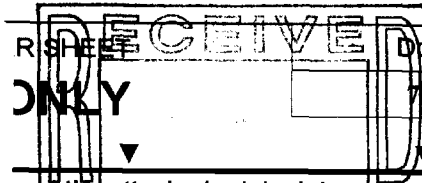


08-11-1999



Docket No.:

73122.0004

Tab settings → → → ▼

To the Honorable Commissione.

101113645

Send the attached original documents or copy thereof.

1. Name of conveying party(ies):

SP/R, Inc. (f/k/a SPAR/BURGOYNE, Inc.)

*MLD 8-9-99*

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other \_\_\_\_\_

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: July 8, 1999

2. Name and address of receiving party(ies)

Name: SPAR Trademarks, Inc.

Internal Address: \_\_\_\_\_

Street Address: 303 South Broadway, Suite 140

City: Tarrytown State: NY ZIP: 10591

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Nevada
- 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 registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,357,128	1,441,909
1,357,132	1,597,275
1,387,743	

Additional numbers attached?  Yes  No

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

Name: Karl M. Zielaznicki, Esq.

Internal Address: Parker Chapin Flattau & Klimpl, LLP

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

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

**5**

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-672

DO NOT USE THIS SPACE

08/10/1999 DC0ATES 00000174 1357128

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

Karl M. Zielaznicki

Name of Person Signing

*[Handwritten Signature]*

Signature

August 5, 1999

Date

Total number of pages including cover sheet, attachments, and document: **4**

# TRADEMARK ASSIGNMENT

## Introduction

This Trademark Assignment Agreement, dated as of July 8, 1999 (as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided herein, this "Agreement"), is by and between **SP/R, Inc. (f/k/a SPAR/BURGOYNE, Inc.)**, a Nevada corporation currently having an address at 303 South Broadway, Suite 140, Tarrytown, New York 10591 (the "Assignor"), and **SPAR Trademarks, Inc.**, a Nevada corporation currently having an address at 303 South Broadway, Suite 140, Tarrytown, New York 10591 (the "Assignee"). The Assignor and the Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

## Recitals

The Assignor is the owner of the mark "SPAR" and related trademarks registered in the United States and listed in Exhibit A hereto (including any and all renewals thereof, the "Trademarks"). The Assignee desires to acquire from the Assignor all of its right, title and interest in and to the Trademarks all upon the terms and provisions and subject to the conditions set forth in this Agreement.

## Agreement

In consideration of the foregoing, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by the Parties), the Parties hereto hereby agree as follows:

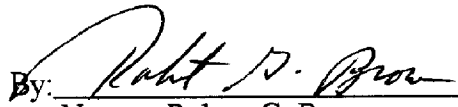
## Assignment

The Assignor hereby confirms, assigns, transfers and sets over to the Assignee and its successors and assigns, the Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks and which is symbolized by the Trademarks, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made.

The Assignor expressly agrees, upon the written request of the Assignee, to execute, acknowledge and deliver, such documents and other instruments that the Assignee may require to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to the Assignee of the Trademarks.

IN WITNESS WHEREOF, the Assignor has duly executed and delivered this Agreement as of the date first above written.

SP/R, INC.

By:   
Name: Robert G. Brown  
Title: Chief Executive Officer

STATE OF  
COUNTY OF

)  
) SS:  
)

On the 1 day of July in the year 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert G. Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sonia Spencer  
Notary Public

Sonia Spencer  
Notary Public, State of New York  
Registration #01SP6017400  
Qualified in Dutchess County  
My Commission Expires 12/14/2000

**EXHIBIT A**

United States

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SPAR	1,357,128	August 27, 1985
SPAR & design	1,357,132	August 27, 1985
SPAR & design	1,387,743	March 25, 1986
SPAR	1,441,909	June 9, 1987
SPAR	1,597,275	May 22, 1990