

**MRD**  
**10.29.99**

RECC

11-05-1999

TR



Docket No.:

11382/32

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101193850

To the Honorable Commissioner of Patents and Trademarks

J original documents or copy thereof.

1. Name of conveying party(ies):

**WNA Carthage**  
**P.O. Box 668**  
**505 East Cotton Street**  
**Carthage, TX 75633**

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

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

3. Nature of conveyance:

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

Execution Date: **October 1, 1999**

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

Name: **WNA Carthage, LLC** **900** **0** **Oct 29**

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

Street Address: **P.O. Box 668, 505 East Cotton street**

City: **Carthage** State: **TX** ZIP: **75633**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State **Texas**
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,449,757**  
**1,452,201**

Additional numbers  Yes  No

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

Name: **Mark S. Leonardo, Esq.**  
Internal Address: **Box 1P, 18th Floor**

Street Address: **Brown, Rudnick, Freed & Gesmer, PC**  
**One Financial Center**  
City: **Boston** State: **MA** ZIP: **02111**

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

**2**

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**50-0369**

11/04/1999 DNGUYEN 00000231 1449757

DO NOT USE THIS SPACE

01 FC:481 (40.00 OP)  
02 FC:482 (25.00 OP)

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.

**Mark S. Leonardo (41,433)**  
Name of Person Signing

Signature

**October 27, 1999**

Date

Total number of pages including cover sheet, attachments, and

**3**  
**TRADE MARK**

## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (hereinafter the "Assignment") effective the 1<sup>st</sup> day of OCTOBER, 1999 by WNA CARTHAGE, INC. f/k/a CARTHAGE CUP COMPANY, a Texas corporation with its principle place of business in Carthage, Texas (hereinafter the "Assignor"), and WNA CARTHAGE, LLC, a limited liability corporation organized and existing under the laws of the State of Texas, and having a place of business at P.O. Box 668, 505 East Cotton Street, Carthage, Texas, (hereinafter the "Assignee")

### RECITALS

WHEREAS, Assignor has adopted, owns and is using the following trademarks for which Assignor owns the following identified federal registrations on the Principal Register of the United States Patent and Trademark Office for the goods and/or services identified therein (hereinafter the "Marks"):

<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
CARTHAGE	1,449,757	November 24, 1986	July 28, 1987
CARTHAGE and Design	1,452,201	November 28, 1986	August 11, 1987

; and

WHEREAS, Assignee desires to acquire the Marks and the above-referenced Registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows

Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Marks, together with the applications for the registrations of and registrations for the Marks, and the good will of the business symbolized by and associated with said Marks and registrations thereof, including, but not limited to, the following:


(a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill;

(b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and

(c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Marks shall be preserved and maintained or registered

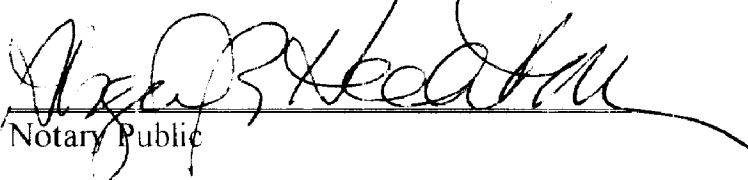
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as a sealed instrument as of the date written below by its officer thereunto duly authorized.

WNA CARTHAGE, INC.

By:   
Name: MICHAEL G. EVANS.  
Title: PRESIDENT + CEO.  
Date:

Commonwealth of Massachusetts )  
County of Suffolk ) ss.

Before me personally appeared the above named Michael G. Evans of WNA CARTHAGE, INC., personally known to me and by me personally known to be the person who executed the above instrument, who, being duly sworn, acknowledged the foregoing instrument to be his free act and deed, this 24<sup>th</sup> day of October 1999.

  
Notary Public

My Commission Expires:

**ABIGAIL R. HECHTMAN, Notary Public**  
**My Commission Expires February 10, 2008**