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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-09-1999
U.S. Patent & TMOfo/TM Mail Rcpt Dt. #10

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
09 30 1997

Conveying Party

Mark if additional names of conveying parties attached Execution Date
Month Day Year

Name Heath Northwest, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of receiving parties attached

Name Heath and Company, L.L.C.

DBA/AKATA _____

Composed of _____

Address (line 1) 2300 North Highway 121

Address (line 2) _____

Address (line 3) Eules Texas 76039
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other limited liability company
 - Citizenship/State of Incorporation/Organization Nevada
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/12/1999 DNGUYEN 00000334 2140169

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Karen G. Biagi

Name of Person Signing



Signature

11-8-99

Date Signed

ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment dated as of September 30, 1997 is entered into by and between **HEATH NORTHWEST, INC.**, a Washington corporation ("Heath Northwest") and **HEATH AND COMPANY, L.L.C.**, a Nevada limited liability company ("Heath").

PRELIMINARY STATEMENT

Heath Northwest and Heath are parties to the Asset Purchase Agreement dated the 26th day of September, 1997, (the "Asset Purchase Agreement"), pursuant to which Heath Northwest agreed to sell to Heath certain assets of Heath Northwest and to assign to Heath its Proprietary Rights.

NOW, THEREFORE, in consideration of mutual promises herein contained in the respective representations, warranties, covenants and agreements enumerated in the Asset Purchase Agreement, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed in the Asset Purchase Agreement.

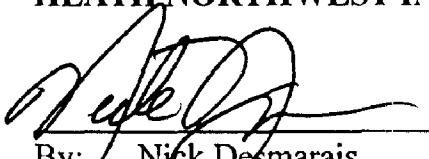
2. **Assignment.** Heath Northwest hereby assigns to Heath all its right, title and interest in those Proprietary Rights below which constitute all of the proprietary rights of Heath Northwest are referred to in Schedule 4(m) of the Asset Purchase Agreement.

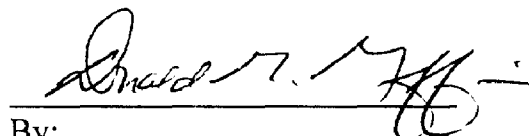
3. **Successors and Assigns.** This Assignment of Proprietary Rights shall be binding upon Heath Northwest and shall be to the benefit of Heath and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Proprietary Rights as of the date first above written.

HEATH NORTHWEST INC.

HEATH AND COMPANY, L.L.C.


By: Nick Desmarais
Secretary


By: _____
Its: Manager

SCHEDULE 4(m)

PATENTS, TRADEMARKS & COPYRIGHTS

Patents - (See attached)

Trademarks - Common Law Trademarks

Heath Signs

Heath Northwest

Oregon Signs

City Signs

Copyrights - Nil