

MWJ
12/3/99

RECORDATION
02-14-2000

Docket No.:
ACH100/5-158, 5-168



101267522

Tab settings

To the Honorable Commissioner of Paten

ached original documents or copy thereof.

1. Name of conveying party(ies):

Park Holding Corp.

12.3.99

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other

- Association
- Limited Partnership

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

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

Name: Park, L.P.

Internal Address:

Street Address: 511 Lake Zurich Road

City: Barrington State: IL ZIP: 60010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Illinois
- Corporation-State
- 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

3. Nature of conveyance:

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

Execution Date: August 6, 1995

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,393,430
1,752,765

Additional numbers Yes No

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

Name: John F. Woodson, II

Internal Address: Vinson & Elkins L.L.P.

2634 First City Tower

Street Address: 1001 Fannin Street

City: Houston State: TX ZIP: 77002

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:

22-0365

02/11/2000 DMGUYEN 00000175 1393430

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.

John F. Woodson, II

Name of Person Signing

John F. Woodson II
Signature

December 3, 1999

Date

3

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002021 FRAME: 0362

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of August 6, 1995, by and between **PARK HOLDING CORP.**, an Illinois corporation ("Assignor") and **PARK, L.P.**, an Illinois limited partnership ("Assignee").

WHEREAS, Assignor desires to assign, transfer, grant and convey all of its assets and liabilities to Assignee in exchange for a 1% general partnership interest in Assignee and an 98% limited partnership interest in Assignee; and

WHEREAS, Assignee desires to accept such assignment, transfer, grant and conveyance of the assets, subject to the liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment of Assets.** Assignor hereby assigns, transfers and delivers to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to all property and assets of Assignor as of the date hereof (the "Assets"), including, without limitation, all work in process after the date hereof and all contract rights and customer lists relating to the operations of Assignor.
2. **Assumption of Liabilities.** Assignee hereby assumes and agrees to pay, defend, discharge and perform as and when due all of the liabilities and obligations of Assignor (the "Assumed Liabilities").
3. **Further Assurances.** Assignor and Assignee hereby covenant and agree to execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such other and further acts, assignments, transfers, assurances and instruments as Assignee may reasonably request to assign and transfer the Assets to Assignee, to assure to Assignee the continued possession, control and enjoyment of the Assets, and to facilitate the assumption of the Assumed Liabilities by Assignee.
4. **Governing Law.** This instrument shall be construed and governed in accordance with the internal laws of the State of Illinois, without giving effect to principles of conflicts of law.