

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

02-25-2000



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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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  
01 24 00

Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year  
01 24 00

Name W-S Company

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Kentucky

Receiving Party

Mark if additional names of receiving parties attached

Name David Sherman Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 5050 Kemper Avenue

Address (line 2) \_\_\_\_\_

Address (line 3) St. Louis Missouri 63139  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Missouri

02/24/2000 DNGUYEN 00000142 99351

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

T-5224;T-5225;T-5226

TRADEMARK  
REEL: 002025 FRAME: 0734

FORM PTO-1618B  
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U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Domestic Representative Name and Address**

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)

Address (line 4)

**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.

EDWARD H. RENNER  
Name of Person Signing

Edward H Renner  
Signature

2/2/00  
Date Signed

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS, made, executed and delivered as of January 25, 2000 ("Assignment of Trademarks") by and between W-S Company, a Kentucky general partnership ("Seller"), and David Sherman Corporation a Missouri corporation ("Purchaser").

WHEREAS, Seller and Purchaser have entered into a Trademark Purchase Agreement, dated as of January 24, 2000 (the "Agreement"), pursuant to which Seller agreed to sell, convey, assign, transfer and deliver, and Purchaser agreed to purchase the trademarks, each of which is listed on Schedule A hereto (the "Trademarks"), all as more fully described in the Agreement;

WHEREAS, Seller owns the Trademarks; and

WHEREAS, Purchaser wishes to acquire the Trademarks; and

WHEREAS, Seller and Purchaser now desire to carry out the intent and purpose of the Agreement by Seller's execution and delivery to Purchaser of this instrument;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and accepted, Seller hereby sells, conveys, assigns, transfers and delivers unto Purchaser and its successors and assigns, any and all of its right, title and interest in and to the Trademarks including all rights of recovery for the infringement thereof, together with the goodwill of the business connected with the Trademarks.

This Assignment of the Trademarks is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Purchaser thereunder.

This Assignment of the Trademarks may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment of Trademarks has been duly executed and delivered on behalf of the parties as of the date first above written.

W-S Company

By: *J. P. Van Winkle, III*  
Name: *JULIAN P. VAN WINKLE, III*  
Title: *Gen. Partner*

David Sherman Corporation  
By: *Donn Lux*  
Name: *Donn Lux*  
Title: *President*

EXPRESS MAIL No.  
EJ 188546975US

SCHEDULE A

UNITED STATES

<u>Trademark</u>	<u>Registration No.</u>	<u>Owner</u>
1843	99,351	W-S Company
43	596,883	W-S Company
(Thistle Design)	98,888	W-S Company

STATE

<u>Trademark</u>	<u>Registration No.</u>	<u>Owner</u>
David Nicholson 1843 Nilsistere Contra Springs Of Scottish	Missouri - 6239	W-S Company
David Nicholson 1843 Nilstere Contra	Missouri - 5520	W-S Company

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