

04, 05/00

04-28-2000

Form PTO-1594

RECC



HEET

U.S. Department of Commerce
Patent and Trademark Office

101338604

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies): CUDA CORPORATION</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>The Hotsy Corporation</u> Internal Address: _____ Street Address: <u>c/o 7701 Forsyth Boulevard</u> City: <u>St. Louis</u> State: <u>Missouri</u> Zip: <u>63105</u> Country: <u>U.S.A.</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: _____ <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the U.S., a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional name(s) & address(es) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>October 31, 1997</u></p>	
<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application No.(s): _____ B. Trademark Registration No.(s): <u>1,881,874</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party whom correspondence concerning document should be mailed: DICKSTEIN SHAPIRO MORIN & OSHINSKY Internal Address: <u>Atty. Dkt.: F8800.0802</u> <u>Attn: William E. Powell III</u> Street Address: <u>2101 L Street NW</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037 - 1526</u></p>	<p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 C.F.R. 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account No. _____ <input checked="" type="checkbox"/> Credit any overpayment; Debit any underpayment</p> <p>8. Deposit Account Number: <u>04-1073</u></p>
<p>04/27/2000 DC0ATES 00000179 1881874 DO NOT USE THIS SPACE</p>	
<p>9. Statement and Signature:</p> <p><i>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.</i></p> <p><u>William E. Powell III</u> <u></u> <u>April 5, 2000</u> Name of Person Signing Signature Date</p> <p>Reg. No. <u>39,803</u></p>	
<p>Total number of pages including cover sheet, attachments, and document: _____</p>	

ASSIGNMENT
(U.S. and Foreign Trademarks)

WHEREAS, CUDA CORPORATION, a corporation organized and existing under the laws of the State of Michigan, with an address of 93 Industrial Airpark, Calumet, Michigan 49913 (herein referred to as the "assignor"), has adopted and is using the Marks set forth in EXHIBIT A hereof which they have used in various countries throughout the world including the United States; and

WHEREAS, The Hotsy Corporation, a Colorado corporation having a business address at c/o 7701 Forsyth Boulevard, Suite 600, St. Louis, Missouri 63105 (herein referred to as the "assignee"), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the assignor does hereby assign and transfer to the assignee the entire right, title and interest in and to the registrations for said Marks and all of its right, title and interest to said Marks not presently registered set forth in EXHIBIT A hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

FOR THE SAME CONSIDERATION, the assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the assignor is the sole and lawful owner of the entire right, title and interest in and to the said registrations and

applications and believes it is the sole and lawful owner of the entire right, title and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the assignor hereby covenants and agrees that the assignor will, whenever counsel of the assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Marks and registrations thereof without charge to the assignee, its successors, legal representatives and assigns (other than reasonable costs and expenses incurred by the assignor or any of its employees, agents and representatives in connection with the foregoing actions).

ASSIGNOR:

Signed at Grand Rapids, in the County of Kent, State of Michigan, this 31 day of October, 1997.

CUDA CORPORATION

By: *Cal Niemela*

Type Name: CAL NIEMELA

Title: PRESIDENT

STATE OF)
) ss:
COUNTY OF)

On this 31 day of October, 1997 personally before me came Cal Niemela, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Fredrick W. Galtberg
Notary Public
Fredrick W. Galtberg
Commission Expires *7/2/99*

ASSIGNEE:

Signed at Grand Rapids, in the County of Kent, State of Michigan, this 31 day of October, 1997.

THE HOTSY CORPORATION

By: Robert W. Hull
Type Name: Robert W. Hull
Title: Vice President

STATE OF)
) SS:
COUNTY OF KENT)

On this 31 day of October, 1997 personally before me came Robert W. Hull, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Fred N. Goldberg
Notary Public
Fred N. Goldberg
Commission expires 7/2/99

EXHIBIT A

REGISTRATIONS, APPLICATIONS AND COMMON LAW MARKS

MARK: CUDA

<u>Reg'n. Number</u>	<u>Date Reg'd</u>	<u>App'n. Number</u>	<u>Filing Date</u>	<u>Country</u>
1,881,874	3/7/95	74/513,812	4/18/94	United States