

07-24-2000

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0111 (exp. 4/94)



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101411086

Tab settings: ⇄⇄

Attached original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):  
Perfect Promotional Products, Inc. *MKS 6.29.w*

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State - California  
 Other \_\_\_\_\_

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

Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
Street Address: 10189 Churchman Lane  
City: Camarillo State CA Zip: 93012

Additional name(s) of conveying party(ies) attached?  Yes  No

Individual(s) citizenship: \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership California  
 Corporation State \_\_\_\_\_  
 Other \_\_\_\_\_

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

Execution Date: 1/1/97

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
B. Trademark Registration No(s):  
2,028,316

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: 1

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

Name: \_\_\_\_\_  
Internal Address: Lewis, Rice & Fingersh, L.C.  
Street Address: 500 N. Broadway, Suite 2000  
City: St. Louis State: MO Zip: 63102

7. Total fee (37 CFR 3.41) 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

07/21/2000 MTHA11 00000106 2028316  
01 FC:481 40.00 DP

DO NOT USE THIS SPACE

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.*

Terri Branson *Terri Branson* 6/20/00  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 1

Mail documents to be recorded with required cover sheet information to:  
Commissionr of patents & Trademarks, Box Assignments  
Washington, DC 20231

TRADEMARK  
REEL: 002106 FRAME: 0773

**ASSIGNMENT OF TRADE MARKS, SERVICE MARKS AND COPYRIGHTS, AND  
LICENSING AGREEMENT**

This Assignment and Licensing Agreement is made and entered into as of January 1st, 1997, by and between Perfect Promotional Products, Inc., a California corporation ("Assignor"), and Churchman Limited Partnership, a California Limited Partnership ("Assignee"), with reference to the following facts:

A. Assignor is the owner of several trade names, trade marks, service marks and copyrights.

B. Assignee is an investor in various real estate, business and investment assets, and seeks to acquire ownership of those certain trade marks, service marks and copyrights owned by Assignor which are listed in Exhibit "A" and incorporated herein by reference (herein collectively referred to as the "Trade Marks, Service Marks and Copyrights").

C. Assignor is willing to assign the Trade Marks, Service Marks and Copyrights to Assignee in exchange for Assignee's agreement to license for at least one year the Trade Marks, Service Marks and Copyrights to Assignor and Assignee's agreement to assume all future obligations for registering, renewing and defending the Trade Marks, Service Marks and Copyrights from infringement.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of Assignor's interest in the Trade Marks, Service Marks and Copyrights, together with all registration and renewal rights.

2. Assignee hereby grants to Assignor a license to use the Trade Marks, Service Marks and Copyrights on the following basis:

a. The license is non-exclusive and the Assignee reserves the right to use, and grant to others the right to use, the Trade Marks, Service Marks and Copyrights.

b. During the period of the license, Assignee agrees to pay for and assume all costs associated with registering, renewing and taking any other reasonable steps necessary to protect the Trade Marks, Service Marks and Copyrights, and shall defend the Trade Marks, Service Marks and Copyrights against any infringement by

third parties on Assignor's use of the Trade Marks, Service Marks and Copyrights in connection with its products.

c. Assignor shall pay to Assignee in exchange for the license a royalty payment equal to one percent (1%) of the net sales attributable to products sold by Assignor under the Trade Marks, Service Marks and Copyrights. The royalty payment shall be calculated on an annual basis and shall be payable not more than 60 days following the close of the Assignor's taxable year.

d. The Assignee may terminate the license after the initial period of one year at Assignee's sole discretion, without prejudice to Assignee's ownership rights, upon providing the Assignor 180-days written notice.

e. Subject to paragraph d. above, the license will automatically renew each calendar year and Assignor shall be entitled to retain its licensing rights so long as it continues to make the royalty payments required under paragraph c. above, except that if the royalty payment is less than \$10,000 for any one year, Assignee shall be entitled to terminate the license upon providing Assignor 90-days' written notice.

f. Assignee's obligation to defend Assignor's use of the Trade Marks, Service Marks and Copyrights against infringement shall commence only upon written receipt of written notice from Assignor that such infringement has occurred.

3. Assignor makes no representation regarding its legal ownership of the Trade Marks, Service Marks and Copyrights, but rather Assignee is relying upon its own research and investigation regarding the registration and ownership rights to the Trade Marks, Service Marks and Copyrights. Assignee shall not be relieved of its obligations under paragraph 2b above for any reason, including its subsequent determination that Assignor did not have full and clear title to the Trade Marks, Service Marks and Copyrights.

4. Assignor agrees to authorize and direct its officers and directors to make and execute any instrument and perform any legal act that Assignee may deem necessary to secure the Trade Mark, Service Mark and Copyright registrations, renewals and the like.

5. Neither this Agreement nor any of the rights and obligations hereunder may be assigned by either party without the express written consent of the other party.

6. This Agreement shall be governed by the laws of the State of California and shall be construed in accordance therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement on December <sup>23</sup>   , 1996, to be effective on January 1, 1997.

PERFECT PROMOTIONAL PRODUCTS, INC.

BY:                     Kunze                    PRESIDENT                    .

CHURCHMAN LIMITED PARTNERSHIP

BY:                     Maura Bell GP

**EXHIBIT A**

**LIST OF TRADE MARKS, SERVICE MARKS AND COPYRIGHTS**

**PERFECT LINE**

**PERFECT XPRESS**

**PERFECT ON-LINE**