



10-11-2000

Docket No.:

60053/25

09-21-2000



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9-21-00

Tab settings

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #11

To the Hon. \_\_\_\_\_

attached original documents or copy thereof.

1. Name of conveying party(ies):

Eswick, Inc.

- Individual(s)
- General Partnership
- Corporation-State Louisiana
- Other \_\_\_\_\_

- Association
- Limited Partnership

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

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

Name: EBSCO Industries, Inc.

Internal Address: P.O. Box 1943

Street Address: \_\_\_\_\_

City: Birmingham State: AL ZIP: 35201

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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: November 7, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,854,748

Additional numbers

Yes  No

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

Name: Robert J. Veal, Registration No. 30,895

Internal Address: BURR & FORMAN, LLP

Post Office Box 830719

Birmingham, Alabama 35283-0719

Street Address: 420 N. 20th Street, Suite 3100

City: Birmingham State: AL ZIP: 35283

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500376

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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.

Robert J. Veal

Name of Person Signing

Signature

September 19, 2000

Date

Total number of pages including cover sheet, attachments, and

## ASSIGNMENT OF TRADENAMES AND TRADEMARKS

Eswick, Inc., formerly  
WHEREAS, Smithwick Lures, Inc., a Louisiana corporation ("Smithwick"),  
is the owner of the certain tradenames and trademarks listed on Schedule A attached  
hereto and by this reference incorporated herein; and

WHEREAS, Plastics Research and Development Corporation, an Arkansas  
corporation ("PRADCO"), is desirous of acquiring the entire interest of Smithwick  
in and to the tradenames and trademarks listed on Schedule A; and

WHEREAS, contemporaneously with the execution and delivery of this  
Assignment, Smithwick and PRADCO have consummated the transactions  
contemplated by that certain Agreement Regarding Forgiveness of Indebtedness and  
Transfer of Property dated as of October 1, 1997 (the "Agreement"), pursuant to  
which PRADCO has acquired certain of the assets of Smithwick, including the  
tradenames and trademarks listed on Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, Smithwick, by these presents does  
sell, assign and transfer unto PRADCO all of its right, title and interest in and to  
the said tradenames and trademarks described on Schedule A hereto, together with  
the goodwill of the business symbolized by such tradenames and trademarks and  
the registrations thereof, the same to be held and enjoyed by PRADCO, for its own  
use and benefit and that of its successors, assigns and legal representatives, together  
with all claims for damages by reason of past infringement of said tradenames and  
trademarks, with the right to sue for and collect the same for its own use and for  
the use of its successors, assigns or other legal representatives. Smithwick does  
hereby covenant and agree with PRADCO to execute and deliver such other and  
further instruments and to take such other and further actions as may be reasonably  
necessary or appropriate to transfer said tradenames and trademarks, claims for  
damages by reason of past infringement and right to sue and collect therefor to  
PRADCO. Smithwick does hereby covenant with PRADCO that Smithwick is the  
lawful owner of the Tradenames and Trademarks listed on Schedule A with good  
title, power and authority to sell, assign, transfer and convey the same and that,  
other than the rights of PRADCO under the Security Agreement, to the knowledge  
of Smithwick, Smithwick has not permitted the said tradenames and trademarks to  
be subject to any claims, defects and title, liens, lawsuits and encumbrances

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whatsoever. Smithwick will warrant and defend title to the tradenames and trademarks hereby conveyed against any all parties making claim thereto.

This Agreement shall be governed and construed and enforced in accordance with the substantive laws of the State of Arkansas, except that any conflict of laws rule of such jurisdiction that would require reference to the laws of any other state or jurisdiction shall be disregarded.

Unless otherwise indicated, capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed as of the ~~first~~<sup>7th</sup> day of ~~October~~<sup>November</sup>, 1997

ESWICK, INC., FORMERLY SMITHWICK LURES, INC.

By: Jack A. Smithwick  
Its: Pres.

ATTEST:

By: David Klutz  
Its: Secretary

STATE OF LOUISIANA )  
:  
PARISH OF CADDO )

I, the undersigned, a Notary Public in and for said parish in said State, hereby certify that Jack A. Smithwick whose name as President of Smithwick Lures, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 7th day of ~~October~~<sup>November</sup>, 1997.

David Klutz  
Notary Public  
My commission expires: \_\_\_\_\_

[NOTARIAL SEAL]

**Attorneys' Eyes Only**

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DAVID KLUZZ  
NOTARY PUBLIC  
LOUISIANA

TRADEMARK  
REEL: 002153 FRAME: 0603

**SCHEDULE A**

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TRADEMARK  
REEL: 002153 FRAME: 0604

SCHEDULE A

TRADEMARKS/TRADENAMES

<u>Trademark Name</u>	<u>Class</u>	<u>Date Registered</u>	<u>Registration Number</u>
Blinker	28	10/24/78	1104850
Bo-Jack			
Buck and Bawl			
Buck and Bawl Jr.			
Carrot Top			
Chug Horse			
Deep Bo-Jack			
Deep Float Rattlin' Rogue			
Deep Rattlin' Rogue			
Deep Rogue			
Deep Running Rattlin' Rogue			
Devil's Horse			
Devil's Horse Ma Scooter			
Devil's Horse Pa Scooter			
Devil's Horse Prancer			
Devil's Toothpick			
Devil's Warhorse			
Highroller	28	10/31/89	1583526
Horse Fly			
Jumper			
King Snipe			
Rattlin' Rogue			
Rogue			
Scooter			
Singin Gater			
Smithwick Lures			
Smithwick Lures, Inc.			
Smithwick Lures (Horse Figurine)			
Tall Gater	28	1/09/73	950277
Water Gater	28	5/05/70	890402
Wood Chug			

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