

10-19-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

SEP 28

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

MED 4-28-00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/18/2000 NTHAI1 00000300 1862685

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1862685"/>	<input type="text" value="1845802"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1775408"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1691790"/>	<input type="text"/>	<input type="text"/>

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.

James R. Robinson
Name of Person Signing


Signature

9/26/00
Date Signed

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.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed and delivered as of the date first above written.

ASSIGNOR:

PARK HOLDING CORP.

By: Thomas S. Bagley
Thomas S. Bagley, President

ASSIGNEE:

PARK L.P.

By: PARK HOLDING CORP.

By: Thomas S. Bagley
Thomas S. Bagley, President

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**JOINT WRITTEN CONSENT BY
ALL OF THE SHAREHOLDERS AND
ALL OF THE DIRECTORS
OF
PARK HOLDING CORP.**

The undersigned, being all of the shareholders and all of the directors of Park Holding Corp., an Illinois corporation (the "Corporation"), acting pursuant to Sections 7.10 and 8.45 of the 1983 Illinois Business Corporation Act, as amended, hereby consent to and adopt the following resolutions:

WHEREAS, The Park Corporation, an Illinois corporation ("Park"), desires to undergo a restructuring (the "Restructuring") to change its form of organization from a corporation to a limited partnership; and

WHEREAS, the Corporation is the sole shareholder of Park and the general partner of Park, L.P., an Illinois limited partnership (the "Partnership"); and

WHEREAS, the Corporation desires to effect the Restructuring as more fully described in Exhibit 1 attached hereto; and

WHEREAS, in connection with the Restructuring, the Corporation will enter into the Assignment and Assumption Agreement (the "Agreement") dated as of August 6, 1995 by and between the Corporation and the Partnership, whereby the Corporation will transfer all of its assets and liabilities to the Partnership, as more fully described in the Agreement which is attached hereto as Exhibit 2.

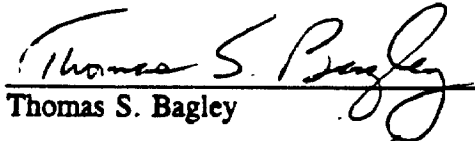
NOW, THEREFORE, BE IT RESOLVED, that the Corporation, on its own behalf and as the general partner of the Partnership, is authorized to enter into all agreements and execute all documents necessary or desirable to effect the Restructuring, as more fully described in Exhibit 1 and including, but not limited to, the Agreement which is attached hereto as Exhibit 2; and

FURTHER RESOLVED, that all actions taken by the officers of the Corporation on behalf of the Corporation, on its own behalf and as the general partner of the Partnership, to effect the purposes and intent of the Restructuring in all respects are hereby authorized, approved, ratified and confirmed;

FURTHER RESOLVED, that all of the documents executed in connection with the Restructuring shall be subject to such changes as the officers of the Corporation, on behalf of the Corporation, on its own behalf and as the general partner of the Partnership, executing the same shall approve, their execution to be conclusive evidence of their approval of such changes; and

FURTHER RESOLVED, that the proper officers of the Corporation are hereby authorized and directed to execute and deliver all such documents and instruments, and to take all such actions, for and in the name and on behalf of the Corporation, as may be necessary or convenient to carry out the purposes of the foregoing recitals and resolutions.

Dated: August 3, 1995


Thomas S. Bagley

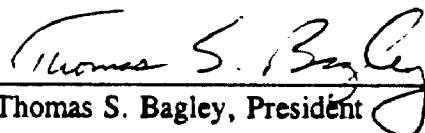

George B. Howell

Being all of the of the directors of the Corporation

PC PARTNERS LIMITED PARTNERSHIP

By: PFINGSTEN INVESTMENT
PARTNERSHIP I, L.P., its general partner

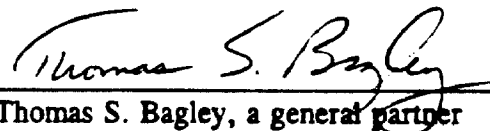
By: PFINGSTEN ACQUISITION
CORPORATION I, its general partner

By: 
Thomas S. Bagley, President

PFINGSTEN EXECUTIVE FUND, L.P.

By: PFINGSTEN MANAGEMENT
PARTNERS, L.P., its general partner

By: PFINGSTEN PARTNERS, L.P., its
general partner

By: 
Thomas S. Bagley, a general partner

Being all of the shareholders of the Corporation

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EXHIBIT 1

The following sets forth a description of the actions required to convert The Park Corporation (the "Company") from a C corporation to a limited partnership. The Company's current structure and equity ownership is as set forth on the "Current Structure" schematic attached as Exhibit A hereto. The final structure will be as set forth on the "Post-Restructuring schematic attached as Exhibit B hereto.

The first step of the Restructuring will be the merger of the Company into Park Holding Corp. This is done by the Company and Park Holding Corp. signing a Plan and Agreement of Merger and filing Articles of Merger with the Illinois Secretary of State.

The second step of the Restructuring will be the liquidation of the P/R Partners, L.P. The P/R Partnership Agreement will be amended to provide for the termination of the partnership by the written consent of the general partner, P/R General II, Inc., and a majority in interest of the limited partners. The P/C Partners Partnership Agreement also will be amended to provide for the transfer of the P/C LP interests from P/R Partners to its partners.

The third step will comprise the formation of the new operating entity, Park L.P. In this step, Park Holding Corp. will contribute all of the assets of the Company to the new limited partnership in exchange for a 1% general partnership interest and a 98% limited partnership interest. The documentation of this step will consist of an Agreement of Limited Partnership and a Certificate of Limited Partnership filed with the Secretary of State. An Assignment and Assumption Agreement for the assets and liabilities of Park Holding Corp. will also be signed by and between Park Holding Corp. and Park L.P.

The fourth step of the restructuring will be the dissolution of Park Holding Corp. and the distribution of the general partnership interests to P/C Partners and the limited partnership interests of Park L.P. to P/C Partners and PEF.

The fifth and final step will be the liquidation of P/C Partners Limited Partnership. This will result in a limited partnership structure whereby Park L.P. is the final operating entity with PEF, P/R General and the Management Investors as limited partners and Pdingsten Investment Partnership serves as both a general and limited partner.

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Exhibit 2

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.

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed and delivered as of the date first above written.

ASSIGNOR:

PARK HOLDING CORP.

By: _____
Thomas S. Bagley, President

ASSIGNEE:

PARK L.P.

By: **PARK HOLDING CORP.**

By: _____
Thomas S. Bagley, President

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