

RECC
TR

11-15-2000

Docket No.:

541629/011



101516849

d original documents or copy thereof.

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

Peterman Property Corp.

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **October 13, 2000**

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

Name: **JPIP Corp.**

Internal Address:

Street Address: **1800 Moler Road**

City: **Columbus** State: **OH** ZIP: **43207**

- 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

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

A. Trademark Application No.(s)

see schedule attached

B. Trademark Registration No.(s)

75519297 see schedule attached

Additional numbers Yes No

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

Name: **Heather L. Danzig**

Internal Address: **Stroock & Stroock & Lavan LLP**

Street Address: **180 Maiden Lane**

City: **New York** State: **NY** ZIP: **10038**

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

13

7. Total fee (37 CFR 3.41):.....\$ **\$340.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

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.

Heather L. Danzig

Name of Person Signing

Heather L. Danzig
Signature

October 18, 2000

Date

6

Total number of pages including cover sheet, attachments, and

SCHEDULE OF UNITED STATES TRADEMARKS -
APPLICATIONS AND REGISTRATIONS

TRADEMARK	SERIAL NO. REG. NO.	STATUS
J. PETERMAN'S MOVIE LEGENDS	SN 75/519,297	PENDING
J. PETERMAN'S MOVIE LEGENDS	SN 75/519,285	PENDING
THE J. PETERMAN GIFT BOOK	2,271,719	REGISTERED
J. PETERMAN	2,273,761	REGISTERED
PETERMAN'S EYE	2,082,490	REGISTERED
1903	2,057,811	REGISTERED
1903 (stylized)	2,057,810	REGISTERED
Design	1,879,705	REGISTERED
THE J. PETERMAN COMPANY	1,909,959	REGISTERED
OWNER'S MANUAL	1,857,684	REGISTERED
THE J. PETERMAN CO.	1,792,689	REGISTERED
BOOTY, SPOILS & PLUNDER	1,719,641	REGISTERED
Design	1,561,043	REGISTERED

ASSIGNMENT OF TRADEMARKS

WHEREAS, Peterman Property Corp., a Delaware corporation located and doing business at 6003 Guion Road, Indianapolis, Indiana, 46254 (hereinafter "ASSIGNOR"), is the owner of the trademarks as set forth in the SCHEDULE OF TRADEMARKS annexed hereto and made a part hereof, (hereinafter collectively referred to as the "TRADEMARKS"); and

WHEREAS JPIP Corp., a Delaware corporation located and doing business at 1800 Moler Road, Columbus, Ohio 43207 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the right, title and interest of ASSIGNOR in, to and under the TRADEMARKS, together with the goodwill of the business associated with the TRADEMARKS, pursuant to a Purchase Agreement dated as of October 13th, 2000, between ASSIGNOR and ASSIGNEE (hereinafter "AGREEMENT");

NOW THEREFORE, in consideration of the mutual covenants set forth in the AGREEMENT, ASSIGNOR confirms the transfer and hereby transfers and assigns to ASSIGNEE the entire right, title and interest in and to the TRADEMARKS together with the goodwill of the business associated with the TRADEMARKS and the United States applications and registrations therefor; and

ASSIGNOR acknowledges that upon execution of this Assignment, ASSIGNEE shall be the exclusive owner of all TRADEMARKS set forth in the SCHEDULE OF TRADEMARKS, and all goodwill associated therewith; and

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States whose duty it is to record trademark registrations, applications and title thereto, to record the TRADEMARKS and title thereto as the property of the ASSIGNEE, its successors,

legal representatives and assigns in accordance with the terms of this instrument; and

ASSIGNOR does also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARKS, the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives;

ASSIGNOR further agrees to execute such further documents as may be required to record ASSIGNEE as the owner of the TRADEMARKS herein assigned;

ASSIGNOR also agrees to cooperate with ASSIGNEE in any legal action that ASSIGNEE may take regarding the protection of the rights of ASSIGNEE in the TRADEMARKS; and

ASSIGNOR also represents and warrants that it has the unqualified right and power to enter into this Agreement and perform its terms; that it is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, of the TRADEMARKS; that the TRADEMARKS are valid, enforceable, subsisting and in good standing; that no claim has been made that the use of any of the TRADEMARKS does or may violate the rights of any third person; that the TRADEMARKS have not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction; nor has any holding, decision or judgment been rendered by any Governmental Authority which would limit, cancel or question the validity, registrability or enforceability of any of the TRADEMARKS; that no action or proceeding is pending seeking to limit, cancel or question the validity of any of the TRADEMARKS; and ASSIGNOR has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the TRADEMARKS.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument on this 13th

day of October, 2000.

Peterman Property Corp.

By: *RR Hettlinger*
Name: RR HETTLINGER
Title: SR VP-CFO

State of Indiana)
County of Mallon)ss.:

Richard R. Hettlinger On this 13th day of October, 2000, before me personally came to me known, who being by me duly sworn, did depose and say that (s)he is the President/CEO of Peterman Property Corp., the corporation named in this Agreement and which executed said Agreement, and that (s)he signed in the name of said corporation pursuant to authorization granted by the Board of Directors of said Corporation.

Linda F. Kestly
Notary Public
my commission Expires 10-31-2007

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