

11-15-2000

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Form PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

attached original documents or copy thereof.

1. Name of conveying party(ies):
American Identity Inc.

Individual Association
 General Partnership - Limited Partnership: Florida
 Corporation - State: Delaware
 Other -

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

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

Name: American Marketing Industries Inc.
Internal Address: _____
Street Address: 3620 Arrowhead Avenue
City: Independence State: Missouri Zip Code: 64055

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - _____
 Other - Secured Creditor

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other -

Execution Date: October 19, 2000

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

Please see attached Schedule A
1568764

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

Name: Brian Jaenicke, Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 19

7. Total fee (37 CFR 3.41): \$ 490.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705

(Attach duplicate copy of this page if paying by deposit account)

11/2000 DMB/EPH 0000074 231705 1568764

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.

Brian T. Jaenicke
Name of Person Signing

Brian T. Jaenicke 10/25/00
Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

A) REGISTERED MARKS

<u>REGISTERED MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Circle Design	1,568,764	11/28/89
Globe Design	2,364,068	7/4/00
Globe Design	2,358,186	6/13/00
K and Design	1,838,092	5/31/94
K and Design	1,355,001	8/20/85
K and Design	1,382,636	2/11/86
K-PRODUCTS K and Design	1,863,904	11/22/94
K-BRAND and Design	1,347,684	7/9/85
K-PRODUCTS, INC. and Design	1,355,002	8/20/85
K-PRODUCTS, INC. and Design	1,381,897	2/4/86
SWINGSTER	962,112	6/26/73*

* Security interest held by Marine Midland Bank, N.A.; recorded June 1, 1989.

B) PENDING APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
IDENTITY NOW	76/113,973	8/21/00
IDENTITY NOW.com and Design	76/113,927	8/21/00
ELECTRONIC COMMERCE UNIVERSITY	75/575,921	10/23/98
IMAGINOTIONS	75/677,099	4/7/99
AI AMERICAN IDENTITY and Design	75/647,082	2/24/99
AI and Design	75/647,080	2/24/99
AMERICAN IDENTITY	75/643,821	2/18/99

**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, American Identity Inc., a Delaware corporation (the "Assignor") with principal offices at 10450 Holmes Road, Kansas City, Missouri 64131, hereby assigns and grants to American Marketing Industries Inc., as Secured Creditor, with principal offices at 3620 Arrowhead Avenue, Independence, Missouri 64055 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, between the Assignor(s) and the Assignee, dated as of October 18, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor(s) an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.


This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17th day of October.

AMERICAN IDENTITY, INC.,
Assignor

By 
Title: Vice President

AMERICAN MARKETING INDUSTRIES,
INC., as Assignee

By 
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 19 day of October, before me personally came Eric Schevermann who, being by me duly sworn, did state as follows: that [s]he is Vice President of American Identity, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public

EDWARD L. GLENN
Notary Public, State of New York
No. 01GL8036157
Qualified in Nassau County
Commission Expires Dec. 27, 2001

SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE