

11-17-2000



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MRP  
10/20/00

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

**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  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

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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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1655396"/>	<input type="text" value="2098903"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Shawn R. McIntee

Name of Person Signing

Signature

9-19-00

Date Signed

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is executed this 31<sup>st</sup> day of August, 2000, by **FITECH SYSTEMS, L.P.**, a Georgia limited partnership ("**Assignor**") and **FS ACQUISITION, Inc.**, a Minnesota corporation ("**Assignee**"), for good and valuable consideration, receipt and sufficiency of which hereby acknowledged.

### INTRODUCTION

**WHEREAS**, the Assignor has adopted, used and is using the trademarks listed on Exhibit A attached hereto and made a part hereof (the "**Trademarks**") with the Trademarks being currently registered on the Principal Register of the United States Patent and Trademark Office, with the Registration Number and Serial Number as indicated on Exhibit A; and

**WHEREAS**, Assignor has agreed to assign to Assignee in connection with that certain Asset Purchase Agreement, dated as of July 14, 2000 by and among, Assignor, Assignee, **MICHAEL D. EVANS** ("**Evans**") and **SANDERS N. GREER** ("**Greer**") (the "**Asset Purchase Agreement**"), the full right, title and interest in and to the Trademarks;

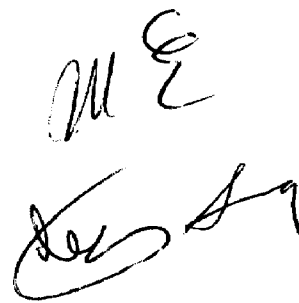
### ASSIGNMENT

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignor does hereby assign unto Assignee, all right, title and interest in and to each of the Trademarks, together with the goodwill of the business symbolized by each of the Trademarks, and the applications for registration and/or registrations thereof, in accordance with the Asset Purchase Agreement. Assignor does also hereby also convey all artwork of each of the Trademarks for advertising, labels and similar items.

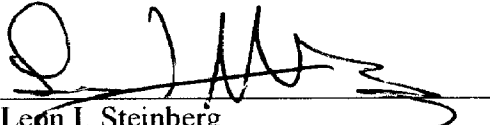
2. Assignor hereby expressly recognizes that, henceforth, Assignee is the exclusive owner of each of the Trademarks and the goodwill that each of the Trademarks represents. Assignor hereby warrants that it has protected its rights in the Trademarks in the manner described in Section 4.14 of the Asset Purchase Agreement and that all registrations and applications relating to the Trademarks are valid, enforceable and in good standing and registered in the name of Assignor.

3. Assignor agrees to execute such further instruments as shall be helpful, necessary or appropriate to effectuate this assignment



IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first written above.

**FS Acquisition, Inc.**

By:   
Leon I. Steinberg  
Its: Chief Executive Officer

**FiTECH Systems, L.P.**

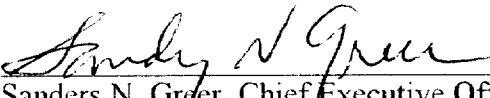
By:   
Sanders N. Grer, Chief Executive Officer  
And Chief Executive Officer of FiTECH,  
Inc., a Georgia corporation, and General  
Partner of FiTECH Systems, L.P.



Exhibit A

United States Trademarks:

<u>Mark</u>	<u>Registration #</u>	<u>Serial #</u>
FITECH SYSTEMS (AND DESIGN)	1655396	74/090842
MANAGER GOLD	2098903	75/091220

88068-1

*AME*  
*[Signature]*

RECORDED: 10/20/2000

TRADEMARK  
REEL: 002176 FRAME: 0924