

11-30-2000



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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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
10 31 97

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
10 31 97

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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)

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.

Gabrielle S. Roth

Name of Person Signing

Gabrielle S. Roth

Signature

11/2/00

Date Signed

ASSIGNMENT
(U.S. and Foreign Trademarks)

WHEREAS, CUDA CORPORATION, a corporation organized and existing under the laws of the State of Michigan, with an address of 93 Industrial Airpark, Calumet, Michigan 49913 (herein referred to as the "assignor"), has adopted and is using the Marks set forth in EXHIBIT A hereof which they have used in various countries throughout the world including the United States; and

WHEREAS, The Hotsy Corporation, a Colorado corporation having a business address at c/o 7701 Forsyth Boulevard, Suite 600, St. Louis, Missouri 63105 (herein referred to as the "assignee"), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the assignor does hereby assign and transfer to the assignee the entire right, title and interest in and to the registrations for said Marks and all of its right, title and interest to said Marks not presently registered set forth in EXHIBIT A hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the assignee, its successors and assigns, forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

FOR THE SAME CONSIDERATION, the assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the assignor is the sole and lawful owner of the entire right, title and interest in and to the said registrations and

applications and believes it is the sole and lawful owner of the entire right, title and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the assignor hereby covenants and agrees that the assignor will, whenever counsel of the assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Marks and registrations thereof without charge to the assignee, its successors, legal representatives and assigns (other than reasonable costs and expenses incurred by the assignor or any of its employees, agents and representatives in connection with the foregoing actions).

ASSIGNOR:

Signed at Grand Rapids, in the County of Kent, State of Michigan, this 31 day of October, 1997.

CUDA CORPORATION

By: *Cal Niemela*

Type Name: Cal Niemela

Title: PRESIDENT

STATE OF)

) ss:

COUNTY OF)

On this 31 day of October, 1997 personally before me came Cal Niemela, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Fredrick N. Galtberg
Notary Public
Fredrick N. Galtberg
Commission Expires 7/2/99

ASSIGNEE:

Signed at Grand Rapids, in the County of Kent, State of Michigan, this 31 day of October, 1997.

THE HOTSY CORPORATION

By: Robert W. Hull

Type Name: Robert W. Hull

Title: Vice President

STATE OF)

) ss:

COUNTY OF KENT)

On this 31 day of October, 1997 personally before me came Robert W. Hull, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Fredric N. Goldberg
Notary Public
Fredric N. Goldberg
Commission expires 7/2/99

EXHIBIT A

REGISTRATIONS, APPLICATIONS AND COMMON LAW MARKS

MARK: CUDA

<u>Reg'n. Number</u>	<u>Date Reg'd</u>	<u>App'n. Number</u>	<u>Filing Date</u>	<u>Country</u>
1,881,874	3/7/95	74/513,812	4/18/94	United States

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