

MRD  
11/13/00

REC  
TR



11-13-2000

SET  
Y

Docket No.:  
27156

U.S. Patent & TMO/TM Mail Rpt Dt. #58

Tab settings

To the Honorable Comm

Please record the attached original documents or copy thereof.

1. Name of conveying party: 12-01-2000

**MILDRED E. SCOTT**

101535048

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other

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

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

Name: IT'S GREEK TO ME, INC.

Internal Address: \_\_\_\_\_

Street Address: 520 McCall Road

City: Manhattan State: KS ZIP: 66505

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Kansas  
 Other \_\_\_\_\_

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 Agreement       Change of Name  
 Other

Execution Date: October 27, 2000

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,933,587

Additional numbers attached?  Yes  No

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

Name: Robert D. Hovey

Internal Address: Hovey, Williams, Timmons & Collins

Street Address: 2405 Grand Blvd., Suite 400

City: Kansas City State: MO ZIP: 64108

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): .....\$ \$40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 19-0522

DO NOT USE THIS SPACE

11/2000 THAI 00000145 1933587  
 40.00 DP

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.*

Robert D. Hovey      November 8, 2000

Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 3

## **ASSIGNMENT OF TRADEMARK AND REGISTRATION**

WHEREAS, Mildred E. Scott, an individual, residing at 12091 Hoyt Street, Lakeview Terrace, California 91342 (hereinafter called "Assignor"), has adopted, used and is presently using the trademark GTM which is the subject of United States Certificate of Registration No. 1,933,587 issued to Assignor on November 7, 1995 and which registration covers said trademark for pillows in Class 20 and ties and vests in Class 25, which registration is presently alive and in good standing; and

WHEREAS, Assignor warrants and covenants that said mark was used by her in connection with such goods at least as early as August 14, 1995, is presently in use and has not been abandoned and that Assignor has the full right to transfer said trademark and said registration as hereinafter set forth; and


WHEREAS, Assignor further warrants and covenants that there is not outstanding against said trademark or said Registration No. 1,933,587, any right or interest therein or thereagainst or any encumbrance with respect thereto which would preclude, or in any way limit, this assignment and transfer, or the full use and enjoyment of said trademark GTM, in any form, and the registration thereof; and

WHEREAS, It's Greek To Me, Inc., a Kansas Corporation, having its principal place of business at 520 McCall Road, Manhattan, Kansas 66505 (hereinafter called "Assignee"), is desirous of acquiring all of the rights of Assignor in and to said mark GTM and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and

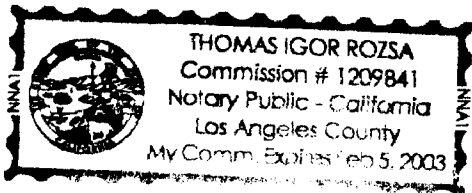
interest in and to the trademark GTM and the Certificate of Registration thereof No. 1,933,587, together with the goodwill of the business symbolized by the mark, and together with any and all claims for damages by reason of past infringement of said trademark by any party or parties, together with the right to sue for and collect such damages for its own account.

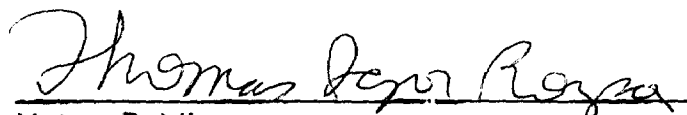
Executed this 27<sup>th</sup> day of October, 2000.

  
Mildred E. Scott, Assignor

State of California )  
County of Los Angeles ) ss:

Subscribed and sworn to before me this 27<sup>th</sup> day of October, 2000,  
and duly acknowledged by said Mildred E. Scott that she executed this document for the  
uses and purposes set forth therein.



  
Notary Public  
THOMAS IGOR ROZSA