

12-06-2000



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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101541567

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

*MNO*  
*11.8.00*



Name and address of receiving party(ies):

Name: PAR-WAY GROUP, INC.

Internal Address:

PAR-WAY GROUP,  
a California Corporor

11-08-2000  
U.S. Patent & TMO/TM Mail Rcpt Dt. #64

Street Address: 107 Bolte Lane

City: St. Clair State: MO ZIP: 63077

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

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Missouri
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 11, 1997

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,956,876

Additional numbers attached?  Yes  No

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

Name: James A. Quinton, Esq.

Internal Address: Frisenda Quinton & Nicholson

Street Address: 425 Park Avenue

New York, NY 10022

City: New York State: NY ZIP: 10022

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:

06-2145

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

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.

James A. Quinton

Name of Person Signing

*James A. Quinton*

Signature

11/7/00

Date

Total number of pages comprising cover sheet:

TRADEMARK  
REEL: 002189 FRAME: 0532

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is entered into as of March 11, 1997 by and between Par-Way Group, a California corporation ("Old PWG"), and Par-Way Group, Inc., a Missouri corporation ("New PWG").

### WITNESSETH:

WHEREAS, New PWG and Old PWG are parties to a corporate reorganization intended to qualify under Section 368(a)(1)(f) of the Internal Revenue Code of 1986, as amended, pursuant to which Old PWG changed its state of incorporation from California to Missouri, effective as of the date hereof; and

WHEREAS, the purpose of the change of state of incorporation was to better serve the management of the business conducted by Old PWG and New PWG coincident to the relocation of the main headquarters and operations of the business from California to Missouri; and

WHEREAS, the shareholders of Old PWG hold the same proprietary interest in New PWG as such persons held in Old PWG; and

WHEREAS, in order to bring about the effectiveness of the proposed reorganization, Old PWG assigned and transferred unto New PWG all of its assets and liabilities and then dissolved under the California Business Corporation Act; and

WHEREAS, the parties now recognize that no document has previously been executed to evidence the assignment by Old PWG and the assumption by New PWG of all of the subject assets and liabilities;

NOW, THEREFORE, for good and valuable consideration, including the provisions and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Old PWG and New PWG agree as follows:

1. Old PWG hereby conveys, assigns, transfers, and delivers to New PWG all of Old PWG's right, title and interest in, to and under all of its assets, real and personal, tangible and intangible, of any nature and kind whatsoever, including, without limitation, the attached list of patents and trademarks together with the goodwill of the business in connection with which the said trademarks are used, to have and to hold unto New PWG and its successors and assigns forever.
2. Old PWG hereby delegates and assigns all of Old PWG's duties and obligations of any nature whatsoever, including without limitation any contractual obligations (written or oral), accounts payable, claims, losses, damages, liabilities, expenses, or costs incurred by Old PWG (collectively, the "Liabilities"), unto New PWG.
3. New PWG hereby accepts the foregoing assignment and assumes and agrees to keep, observe, perform, pay and discharge when due all of the Liabilities of any nature whatsoever, arising before, during or after the date hereof, and hereby releases Old PWG from its obligations thereunder and agrees to indemnify and hold Old PWG harmless and indemnify it from and against

(and New PWG waives any claim for contribution and indemnity against Old PWG) any and all claims, losses, damages, liabilities, expenses, costs not otherwise covered by insurance and any and all reasonable attorneys' fees and expenses incurred in connection therewith with respect to the Liabilities;

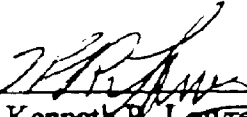
4. Old PWG hereby agrees, from time to time, at the reasonable request of New PWG, to execute and deliver such other instruments of conveyance and transfer and take such other actions as New PWG may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment and Assumption Agreement.

5. Old PWG hereby irrevocably constitutes and appoints New PWG and its successors and assigns the true and lawful attorney or attorneys of Old PWG, with full power of substitution, to act by and on behalf of Old PWG and in its name, place and stead or otherwise, to take all action which New PWG or its successors and assigns shall deem advisable in order to provide New PWG and its successors and assigns the benefits under all of the assets assigned hereby and the Liabilities assumed hereby, and the powers granted hereby are coupled with an interest and are and shall be irrevocable by Old PWG in any manner or for any reason.


6. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Missouri without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PAR-WAY GROUP, a California corporation

By:   
Name: Kenneth R. Lowrey  
Title: President

PAR-WAY GROUP, INC., a Missouri corporation

By:   
Name: Mandleen Hanson-Hayes  
Title: President/CEO

MARK

REGISTRATION NO.

ENHANCER

1,956,876