

12-07-2000



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11.21.00

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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/AK/A/T/A

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

12/06/2000 DRYRNE 00000200 75834274
01 FC:481 40.00 OP
02 FC:482 125.00 OP

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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
TRADEMARK

REEL: 002189 FRAME: 0651

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" value="75/834,274"/>	<input type="text" value="75/833,984"/>	<input type="text" value="75/833,997"/>	<input type="text" value="2,184,475"/>	<input type="text" value="2,229,010"/>	<input type="text" value="2,239,215"/>
<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"/>	<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.

Name of Person Signing Signature Date Signed

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement"), dated as of May 1, 2000 (the "Effective Date"), is entered into by and between **Jemison Investment Co., Inc.**, a Delaware corporation ("Assignor"), and **ZCo, LLC**, a Delaware limited liability company ("Assignee").

RECITALS

Pursuant to the terms of this Assignment Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment from Assignor, of all rights, duties, obligations, title and interest of Assignor in, to, and under that certain Amended and Restated Subordinated Promissory Note and Security Agreement, dated as of September 30, 1998, as amended on May 27, 1999, in the principal amount of \$ _____ (the "Note").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for value given and received, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of the Note. Assignor hereby transfers, conveys, and assigns to Assignee, as of the Effective Date, all of its rights, duties, obligations, title and interest in, to, and under the Note.
2. Assumption of the Note. Assignee hereby accepts the foregoing assignment and agrees to accept, perform, and discharge, as and when due, all of the rights, benefits, obligations, duties, and liabilities of Assignor under the Note, occurring both before and after the Effective Date, and Assignee agrees to be bound by all of the terms and conditions of the Note.
3. Documentation. Each party shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment Agreement.
4. Counterparts. This Assignment Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by all parties.
5. Governing Law. This Assignment Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed and delivered as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

JEMISON INVESTMENT CO., INC.

ZCo, LLC

By: *J. David Brown*
Name: J. David Brown
Title: Executive Vice President

By: *James D. Davis*
Name: James D. Davis
Title: President