

12-12-2000



101546777

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MRD  
10.30.00

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  Effective Date  
Month Day Year \_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Rhino Industries, Inc.

Execution Date  
Month Day Year  
07012000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name North American Oil Company, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2200 May Court

Address (line 2) \_\_\_\_\_

Address (line 3) Kennesaw GA 30144

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_

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.)

- Citizenship/State of Incorporation/Organization Florida

FOR OFFICE USE ONLY

12/12/2000 GTOM11 00000004 1619329

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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" value="1,619,329"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,712,939"/>	<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

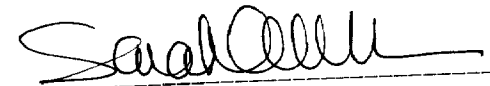
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Sarah Anne Keefe 

Name of Person Signing Signature Date Signed

# ASSIGNMENT

*THIS ASSIGNMENT* (this "Assignment"), dated as of July 1, 2000 (the "Effective Date") is made between Rhino Industries, Inc., a Florida corporation ("Assignor"), and North American Oil Company, Inc., a Florida corporation ("Assignee").

*WHEREAS*, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the Marks described in Exhibit A; (ii) all applications and registrations (US and/or foreign) for the Marks; (iii) any and all trademarks, service Marks and intellectual property rights, including rights of priority, in the Marks ((i)-(iii) collectively, the "Marks"); and (iv) any and all goodwill of the business associated with the Marks; and

*WHEREAS*, Assignee desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

*WHEREAS*, Assignor and Assignee desire to confirm of record the assignment of the Marks and goodwill to Assignee;

*NOW, THEREFORE*, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with: (i) the goodwill symbolized by the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed in connection with use of the Marks after the Effective Date.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Marks and goodwill.
4. The parties incorporate by reference the terms of that Agreement for Purchase and Sale of Certain Assets of Rhino Industries, Inc., dated July 1, 2000 (the "Purchase Agreement"), as if such terms were set forth herein in their entirety. Other than the consideration specified therein, no payment of any kind shall be due any party as a result of this Assignment or use of the Marks and goodwill.
5. Assignor agrees that at no time will it contest or challenge the validity of this Assignment, Assignee's ownership of the Marks or the validity of the Marks. Assignor agrees that it will not assist any other party in doing same.

6. Assignor represents and warrants that: (i) it is the exclusive owner and has the right to make the assignment of the Marks and goodwill effected herein; (ii) it has made no fraudulent or illegal use of the Marks; (iii) any and all use of the Marks has been in full compliance with state and federal laws; (iv) its registrations of the Marks are valid and in full force and effect; (v) the use of the Marks has been valid and uninterrupted since at least as early as the dates recited in the registrations; (vi) that all registration fees associated with the Marks through the Effective Date have been timely paid; (vii) there are no contracts related to the Marks, with the exception of this Agreement and the Purchase Agreement; (viii) it will not enter into any contracts related to the Marks (ix) it has not received any claim or notice of any claim by any party related to the Marks; (x) there is no pending or threatened litigation related to the Marks; (xi) it has not pledged and will not pledge the Marks or goodwill as security for any debt or obligation; (xii) no party has a security interest in the Marks or goodwill; and (xiii) there are no liens or other interests related to the Marks or goodwill.
7. This Assignment shall be governed by, and construed and enforced under the laws of the State of Georgia applicable to agreements entered into and performed within such State, without reference to the conflicts-of-law rules of such State.

*IN WITNESS WHEREOF*, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

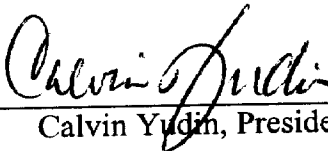
**ASSIGNOR:**

Rhino Industries, Inc.

By:   
Manuel Busciglio, President

**ASSIGNEE:**

North American Oil Company, Inc.

By:   
Calvin Yudin, President

**EXHIBIT A**

**TRADEMARK**

**U.S. REGISTRATION NUMBER**

BLACK AGAIN

1,619,329

SOMTHIN' ELSE

1,712,939