



101551418

CKET NO. 1970/15

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

1. Name of conveying part(ies)  
P.J. Pappas Company, Inc.

- Individual
- General Partnership
- Corporation - Massachusetts
- Other limited liability company

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Change of Name
- Merger

Effective Date 05252000

2. Name and address of receiving party(ies)

Name: Conbraco Industries, Inc.

Internal Address: same as street address

Street Address: PO Box 247

City/State/Zip: Matthews, NC 28106

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State North Carolina

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 attached?  Yes  No

4. Application Number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached?  Yes  No

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

Name: J. Scott Evans, Esq.  
ADAMS LAW FIRM, P.A.  
2180 Two First Union Center  
301 S. Tryon St.  
Charlotte, NC 28282

6. Total Number of applications and registrations involved: 1

7. Total Fee (37 C.F.R. 3.41) \$40.00

Enclosed

Authorized to be charged to deposit for deficiencies

8. Deposit Account No. 01-0265

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.

J. Scott Evans, Esq.  
Name of Person Signing

*J. Scott Evans*  
Signature

11-20-00  
Date

Total number of pages including cover sheet, attachments, and document: 5

hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: **Attn: BOX ASSIGNMENTS**; Commissioner for Patents and Trademarks Washington, D.C. 20231 on 11/20/00. Date of Signature: 11/20/00.

Signature: *Happes J. Little*

SERIAL NO.	MARK	DESCRIPTION
75/051,499	ALLEVIATOR	WORD MARK

## ASSIGNMENT

WHEREAS, P.J. Pappas Company, Inc., a Massachusetts corporation (hereinafter "ASSIGNOR"), is the owner of all right, title and interest in and to the ALLEVIATOR trademark and U.S. Registration No. 2,024,000 (hereinafter collectively referred to as "the Trademark"); and

WHEREAS, Conbraco Industries, Inc., a North Carolina corporation (hereinafter "ASSIGNEE") is desirous of acquiring the Trademark and any applications or registrations therefor, together with the goodwill of the business symbolized said Trademark; and

WHEREAS, ASSIGNEE and ASSIGNOR's principal Peter Pappas entered into an Asset Purchase Agreement dated May 25, 2000 purporting to assign the Trademark to ASSIGNEE; and

WHEREAS, it was subsequently determined that the Trademark was in the name of ASSIGNOR and not Peter Pappas; and

WHEREAS, the parties wish to effectuate the assignment of the Trademark from ASSIGNOR to ASSIGNEE as contemplated by the earlier Asset Purchase Agreement between Peter Pappas and ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. ASSIGNOR does hereby assign, transfer, grant, convey and set over unto ASSIGNEE, its successors and assigns throughout the world, all of ASSIGNOR's right, title and interest in and to said Trademark, and any applications therefor and any registration resulting therefrom together with the goodwill thereof as shown above.

2. The effective date of this assignment shall be May 25, 2000.

3. This Agreement shall be deemed a contract made and interpreted under and governed

by the laws of the State of North Carolina. No effect shall be given to any choice of laws principles which would require this Agreement to be interpreted under the laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal of this

30<sup>th</sup> day of October, 2000.

**P.J. PAPPAS COMPANY, INC.**

BY: *Peter C Pappas* (SEAL)  
Title: *President*

**NOTARY ACKNOWLEDGMENT**

STATE OF MASSACHUSETTS

COUNTY OF Middlesex

I, JASON RODRIGUEZ, a Notary Public for said County and

State, do hereby certify that Peter Pappas personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of October, 2000.

*J M Rodriguez*  
Notary Public

My commission expires: \_\_\_\_\_

**CONBRACO INDUSTRIES, INC.**

By: *[Signature]* (S)  
Title: CEO

**JASON M. RODRIGUEZ**  
Notary Public, Massachusetts  
My Commission Expires August 16, 2007

*Jason M Rodriguez*

[NOTARY ACKNOWLEDGMENT ON NEXT PAGE]



NOTARY ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Union

I, Angela Kilroy, a Notary Public for said County and

State, do hereby certify that Cal Mosack personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 9<sup>th</sup> day of November, 2000.

Angela Kilroy  
Notary Public

**My Commission  
Expires Aug. 15, 2005**

My commission expires: \_\_\_\_\_