

01-16-2001

Docket No.:

8268.13123



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To the Honorable Commissioner of Patents and Trademarks, I hereby certify the attached original documents or copy thereof.

1. Name of conveying party(ies):

J.C. Faulkner
6109 Brace Road
Charlotte, North Carolina 28211

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

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

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

Name: Homefree USA, LLC

Internal Address: _____

Street Address: 222 East College Avenue

City: Appleton State: WI ZIP: 54911

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Wisconsin Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 6 December 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,095,034

Additional numbers Yes No

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

Name: Patricia Jones

Internal Address: Ryan Kromholz & Manion, S.C.

Street Address: P. O. Box 26618

City: Milwaukee State: WI ZIP: 53226

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:

06-2360

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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.

Patricia Jones, Reg. No. 46,318
Name of Person Signing

Patricia Jones
Signature

22 December 2000
Date

Total number of pages including cover sheet, attachments, and

SERVICE MARK ASSIGNMENT

WHEREAS, J.C. Faulkner, an individual who resides at 6109 Brace Road, Charlotte, North Carolina 28211 (hereinafter referred to "ASSIGNOR"), is the exclusive and record owner of the entire right, title and interest in and to the following Service Mark and the corresponding United States Service Mark Registration therefor:

Service Mark:	HOME FREE & Design
Registration No.:	2,095,034
Registered:	September 9, 1997
Filed:	September 9, 1996
Classification:	Int. Class 36 Mortgage Banking Services

WHEREAS, Homefree USA, LLC, a Wisconsin Limited Liability Company, having a principal place of business at 222 East College Avenue, Appleton, Wisconsin 54911 (hereinafter referred to as 'ASSIGNEE"), is desirous of acquiring the above-identified Service Mark and the corresponding United States Service Mark Registration therefor;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title and interest in and to the above-identified Service Mark and the corresponding United States Service Mark Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said Service Mark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this assignment, transfer and sale not been made.

ASSIGNOR hereby warrants and covenants that said Service Mark has not been abandoned, that said Service Mark has been used in the ordinary and regular course of ASSIGNOR's business within the two (2) years immediately prior to the effective date of this Assignment, and that ASSIGNOR has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and that ASSIGNOR will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 6th day of December, 2000.



J. C. FAULKNER

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RECORDED: 12/22/2000

TRADEMARK
REEL: 002213 FRAME: 0330