

02-05-2001

S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



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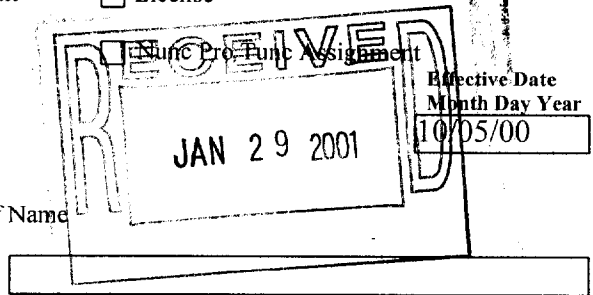
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission Document ID#  (Non-Recordation)
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

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



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

DB/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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

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

02/02/2001 6TON11 00000172 2238413

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02 FC:482 25.00 OP

**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

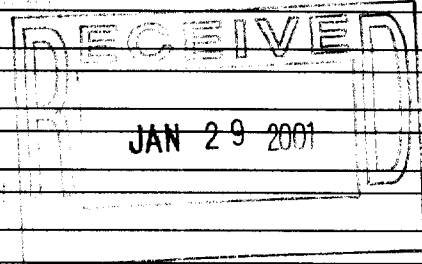
Name

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="2,238,413"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,282,241"/>	<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 (any deficiency)  
(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.

Steven D. Thomas  
Name of Person Signing

Steven D. Thomas  
Signature

January 25, 2001  
Date Signed

## ASSIGNMENT

THIS ASSIGNMENT, effective as of the 5<sup>th</sup> day of October, 2000, by Builderburg Group, Inc., a Vermont corporation, and Builderburg Partners Limited Partnership, a District of Columbia limited partnership, having their principal places of business at 186 Allen Brook Lane, Williston, Vermont 05495 ("Assignors");

WHEREAS, Hanley-Wood, LLC, a Delaware limited liability company, having its principal place of business at One Thomas Circle, N.W., Suite 600, Washington, D.C. 20005 ("Assignee"), wishes to acquire and Assignors wish to transfer to Assignee all right, title and interest Assignors own in and to certain "Proprietary Rights," as hereinafter defined.

NOW THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, each Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest such Assignor owns in and to the following "Proprietary Rights:"

1. "Marks and Trade Dress", which shall mean any and all trademarks, service marks, trade names, and other terms, words, designations, titles, designs, colors, color combinations, product configurations and indicia used or intended to be used in connection with such Assignor's business; any and all applications filed and registrations received for any of the foregoing in the United States, the individual states thereof and jurisdictions foreign thereto, including without limitation those listed on attached Exhibit A; and the GOODWILL of the business in which the foregoing are used;
2. "Works," which shall mean any and all expressions of concepts and ideas created, used or published by or for such Assignor in connection with such Assignor's business, including without limitation any and all publications, plans, photographs, products and marketing, advertising and promotional materials in printed or other form, whether or not the same constitute "Works of Authorship" under the United States copyright laws; and any and all copyright applications filed and registrations received for any of the foregoing in the United States or elsewhere, including without limitation those listed on attached Exhibit B;
3. "Confidential Information," which shall mean any and all information developed or obtained by such Assignor relating to such Assignor's business comprising trade secrets, proprietary information, formulas, products, protocols, forms, procedures, methods for operating such Assignor's business, marketing and advertising practices and plans and financial data, whether or not any of the foregoing is embodied in written or otherwise recorded form;

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4. "Inventions," which shall mean discoveries, concepts, developments and ideas relating to such Assignor's business, whether or not protectable under the patent or other laws, including without limitation designs, methods, formulas, techniques, articles of manufacture, processes and procedures, as well as improvements and know-how relating thereto; and any and all patent applications filed and patents obtained for any of the foregoing in the United States or in jurisdictions foreign thereto; and

5. Any and all other rights and privileges provided under the copyright, patent, trademark, unfair competition, trade secret and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the material objects in which such rights and privileges are embodied; any and all rights to and under any and all licenses and other agreements and documents relating to any of the foregoing; and any and all rights of publicity and waivers of privacy rights of any and all persons whose names, images, likenesses and other identifying indicia are included in the subject matter to which the foregoing relates.

Any and all rights created by or arising from use of the Proprietary Rights shall, by virtue of this Assignment, inure to and remain the sole and exclusive property of Assignee; and each Assignor does hereby waive and renounce any and all claims to such rights.

Each Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to protect, secure and vest in Assignee good, valid and marketable title to the Proprietary Rights.

Each Assignor does hereby authorize and empower Assignee to invoke and claim for any applications, registrations, patents or the like included within the Proprietary Rights, the benefits of any rights to which it may be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization.

This instrument shall be binding upon and shall inure to the benefit of the parties, and their respective officers, directors, employees, agents, affiliates, attorneys, legal representatives, heirs, successors and assigns.

BUILDERBURG GROUP, INC.

Date: October 5, 2000

By: 

Steven Bliss  
Chief Executive Officer


TRADEMARK  
REEL: 002229 FRAME: 0178

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Date: October 5, 2000

**BUILDERBURG PARTNERS LIMITED  
PARTNERSHIP**

By: **Builderburg Group, Inc.**  
**General Partner**

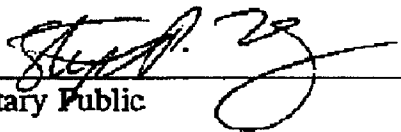
By:   
\_\_\_\_\_  
**Steven Bliss**  
**Chief Executive Officer**

ACKNOWLEDGEMENT

STATE OF Vermont )  
COUNTY OF Chittenden ) SS:

Before me, the undersigned, a Notary Public, on this 5<sup>th</sup> day of October, 2000, personally appeared Steven Bliss, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of Builderburg Group, Inc., and that said instrument (i.e., the Assignment) was signed on behalf of said Builderburg Group, Inc. by authority of its Board of Directors, and the said Mr. Bliss acknowledged said instrument to be his free act and deed.

WITNESS my hand and seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2/10/03

STATE OF Vermont )  
 ) SS:  
 COUNTY OF Chittenden )

Before me, the undersigned, a Notary Public, on this 5<sup>th</sup> day of October, 2000, personally appeared Steven Bliss, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of Builderburg Group, Inc., the General Partner of Builderburg Partners Limited Partnership, and that said instrument (i.e., the Assignment) was signed on behalf of said Builderburg Builderburg Partners Limited by authority of its General Partner, and the said Mr. Bliss acknowledged said instrument to be his free act and deed.

WITNESS my hand and seal.

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: 2/10/03

**EXHIBIT A**

1. Tradename Registration  
Construction Business Advisor  
State of Vermont  
December 20, 1995
2. Tradename Registration  
Construction Business Computing  
State of Vermont  
December 20, 1995
3. Tradename Registration  
JLC's Construction Business & Technology Conference  
State of Vermont  
December 12, 1994
4. Tradename Registration  
The Journal of Light Construction  
State of Vermont  
October 5, 1988
5. Tradename Registration  
Builder's Resource  
State of Vermont  
July 27, 1990
6. Tradename Registration  
JLC Bookstore  
State of Vermont  
April 8, 1992
7. Tradename Registration  
Journal of Light Construction Books  
State of Vermont  
May 14, 1992
8. Service Mark/Principal Register  
CBTC and Design  
Federal  
Reg. No. 2,238,413  
April 13, 1999



9. **Service Mark/Supplemental Register**  
**Construction Business & Technology Conference**  
**Federal**  
**Reg. No. 2,282,241**  
**September 28, 1999**
  
10. **Trademark/Service Mark/Principal Register**  
**The Journal of Light Construction**  
**Federal**  
**Reg. No. 2,305,195**  
**January 4, 2000**
  
11. **Trademark/Service Mark/Principal Register**  
**The Journal of Light Construction (Stylized)**  
**Federal**  
**Reg. No. 2,317,653**  
**February 15, 2000**

**EXHIBIT B**

- 1) **Advanced Framing (registered copyright)**
- 2) **Managing the Small Construction Business: A Hands-On Guide, first edition (registered copyright)**
- 3) **Kitchens & Baths: A Builder's Guide to Design and Construction (registered copyright)**
- 4) **The Contractor's Legal Kit (registered copyright)**
- 5) **Troubleshooting Guide to Residential Construction (application in process; sent on 4/13/00)**
- 6) **The Lead Carpenter Handbook (application in process; sent on 4/13/00)**
- 7) **Residential Structure & Framing (application in process; sent on 4/13/00)**
- 8) **Managing the Small Construction Business: A Hands On Guide, second edition (not yet applied for copyright)**