

04-24-2001

031

USPTO ASSIGNMENT DIV.

002



# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101684851

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

### 1. Name of conveying party(ies):

Don Freeman Group, Ltd.

4.10.01

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

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

### 3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

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

Name: Pennsylvania Business Bank

Internal Address: Attn: Alan S. Follheimer

Street Address: 1401 Walnut St., 4th Floor

City: Phila. State: PA ZIP: 19103

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Pennsylvania State Chartered Bank

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(es) attached?  Yes  No

**CANCELLED**

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

A. Trademark Application No.(s)

B. Trademark Registration No. (s)

1,646,228

Additional numbers attached?  Yes  No

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

Name: Jeffrey L. Eichen

Internal Address: Morgan, Lewis & Bockius, LLP

Street Address: 1701 Market Street

City: Phila. State: PA ZIP: 19103

### 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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

### 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.

Jeffrey L. Eichen  
Name of Person Signing

Signature

April 10, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002278 FRAME: 0367

## ASSIGNMENT OF TRADEMARK

WHEREAS, DON FREEMAN GROUP, LTD., an Illinois corporation ("DFG"), has adopted, used and is using the mark "BIZBANK" which is registered with the United States Patent and Trademark Office, Registration No. 1,646,228, registered on May 28, 1991 (the "Mark"); and

WHEREAS, PENNSYLVANIA BUSINESS BANK, a Pennsylvania chartered bank ("PBB"), is desirous of acquiring all right, title and interest in said Mark and the registration thereof, together with the goodwill of the business symbolized by the Mark and registration thereof; and

WHEREAS, it is desired that the assignment of said registration be made of record in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, DFG hereby assigns and transfers to PBB all right, title and interest in and to the said Mark, together with the goodwill of the business symbolized by the said Mark, and the above-identified registration thereof, and all rights to damages and profits, due or accrued, arising out of past infringements of said Mark, and the right to sue for and recover the same. Upon signature and delivery of this Assignment, DFG's use of said Mark will cease immediately.

FURTHERMORE, DFG hereby represents and warrants as follows:

1. DFG is a duly organized and validly existing corporation and in good standing under the laws of the State of Illinois and has the power and authority to enter into and consummate the transaction described herein.
2. DFG's board of directors has duly authorized the execution, delivery and recordation of this Assignment and the consummation of the transaction described herein.
3. DFG owns all right, title and interest in and to the said Mark and registration thereof and knows of no other party holding any right, title or interest of any type (including any security interest) in either of them. DFG has not granted any license or permission of any type to any other person to use the Mark.
4. DFG first used the Mark in interstate commerce on the date of first use shown in the application for registration thereof and has never discontinued its use of the said Mark with the intent not to resume such use. All statements made by DFG in the application for registration of the said Mark were and continue to be true and correct as of the date made and are incorporated herein by reference. All fees and costs relating to the maintenance of the registration of the said Mark with the United States Patent and Trademark Office have been paid and none are presently due or owing.

FURTHERMORE, DFG agrees that, from time to time after the execution of this Assignment and without further consideration from PBB, DFG will execute and deliver, or cause to be executed and delivered, such further instruments of sale, assignment, transfer and delivery, affidavits of use and non-abandonment consistent with the representations made in this Assignment, and take such other action as PBB may reasonably request in order to more effectively convey, assign, transfer, deliver or reduce to the possession of PBB the said Mark and registration thereof or to more effectively enforce the said Mark or any of the rights connected therewith against any third party. In addition, from time to time after the execution of this Assignment and without further consideration from PBB, DFG shall promptly provide to PBB all those documents in its possession or the possession of its counsel which are related to the said Mark or registration thereof and are reasonably requested by PBB, such as in the case of a litigation matter involving the said Mark.

THIS ASSIGNMENT embodies the entire agreement between the parties and there have been and are no agreements, representations or warranties, oral or written, between the parties other than those set forth or provided for in this Assignment. This Assignment may not be modified or changed, in whole or in part, except by further written agreement signed by the parties hereto.

DON-FREEMAN GROUP, LTD.

  
By: Donald Freeman, President


STATE OF ILLINOIS)

) ss.

COUNTY OF COOK )

On this <sup>2<sup>nd</sup></sup> day of April, 2001, before me appeared Donald Freeman, the person who signed this instrument, who, being duly sworn, acknowledged that he signed it as a free act on behalf of the above-identified corporation with authority to do so.

SEAL

  
Notary Public

OFFICIAL SEAL  
KRISTY A. GUE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12-7-2004

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