

05-18-2001

FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027



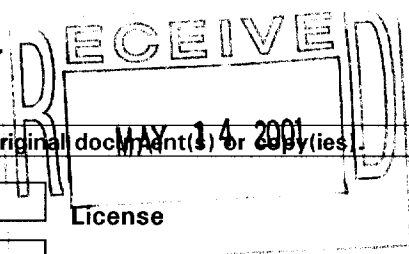
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U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

5-14 a

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



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

Submission Type

Conveyance Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Assignment

Security Agreement

Merger

Change of Name

Other

License

Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name (line 1)

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  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)

05/17/2001 DBYRNE 00000281 75193343

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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:  
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**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)

**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.)

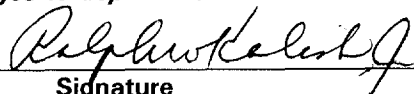
If insufficient, please debit Deposit Account Number: #

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.

Name of Person Signing



Signature

Date

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of this 20 day of APRIL, <sup>made</sup> 17, 19 2001, by and between INGRAM ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Missouri ("INGRAM"), and AMERICAN PROMOTIONAL EVENTS, INC., a corporation organized and existing under the laws of the State of Alabama ("APE").

### PREAMBLE

A. INGRAM asserts that it is the exclusive owner of the SCREAMIN' WILLY, SCREAMING DRAGON and AFTERNOON DELIGHT trademarks ("The Marks") in conjunction with firework products and the promotion thereof, as appropriate, in the United States.

B. Irrespective of whatever rights INGRAM may have in and to The Marks, if any, APE is desirous of acquiring the entirety of INGRAM'S rights in and to The Marks and INGRAM is desirous of assigning the same.

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

1. INGRAM hereby represents and warrants that it is a corporation duly incorporated and validly existing and in good standing under the laws of the State of Missouri with full power and authority to enter into this Assignment and to perform its obligations hereunder.

2. INGRAM has taken all necessary corporate action for the execution, delivery and performance of this Assignment. This Assignment has been duly executed and constitutes a

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Ingram Enterprises, Inc.

American Promotional Events of Alabama, Inc.

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legal, valid and binding obligation of INGRAM enforceable according to its terms and does not violate any agreement, instrument or obligation to which INGRAM is a party or is directly or indirectly bound.

3. INGRAM has filed (i) Application No. 75-599,848 to register SCREAMIN' WILLY which has matured into Reg. No. 1,978,954; (ii) Application No. 75-193,343 to register SCREAMIN' DRAGON upon the Principal Register of the United States Patent and Trademark Office but has withdrawn such Application; and (iii) Application No. 75-792,401 to register AFTERNOON DELIGHT upon the Principal Register of the United States Patent and Trademark Office but has withdrawn such Application.

4. INGRAM is neither a party to any pending suit, dispute or claim and has received no notice of any threatened suit, dispute or claim by any third party, regarding the registration, application or use of any of The Marks, nor is aware of (i) any trademark, tradename, or other intellectual property right of any third party that would be an infringement of any of The Marks, or would be infringed by APE's use of same directly or by a related party or (ii) any third party's claim of ownership of any right, title or interest in and to, or license to use, any of The Marks, including but not limited to security interests, liens or other encumbrances.

5. INGRAM shall indemnify and hold APE harmless from and against all claims, damages, liabilities and costs including reasonable attorneys' fees arising out of or in connection with (i) any breach of any representation or warranty made by INGRAM herein or (ii) any and all past use by INGRAM or its licensees or affiliates of any of the The Marks.

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6. This Assignment and the rights obtained herein shall inure to the benefit of APE and its respective successors and assigns as fully and entirely as the same would have been held by INGRAM had such sale, assignment, and transfer not been made.

7. INGRAM hereby sells, assigns and transfers its, absolutely and free from any and all encumbrances, liens and security interests, to APE, its successors and assigns forever, and APE assumes all of INGRAM'S rights, title, and interest in and to The Marks in conjunction with firework products; and (2) any and all past and present statutory and common law rights, ~~and powers, the entire business~~ and goodwill, and all rights of suit and action, both prior to, upon, and subsequent to the effective date of this Assignment, relating in any way to the aforesaid rights, title and interest in The Marks, and to retain any damages and other awards obtained as a result of any such action, unless otherwise agreed to by the parties.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

ASSIGNEE

INGRAM ENTERPRISES, INC.

AMERICAN PROMOTIONAL EVENTS, INC.

By: [Signature]  
Name: Mike Ingram  
Title: President

By: [Signature]  
Name: Kathie Pendergrass  
Title: Vice-President

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