

09-18-2001



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REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002368 FRAME: 0263

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="1,260,094"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

(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.

Joseph A. Sebolt

Name of Person Signing



Signature

09/10/01

Date Signed

ASSIGNMENT

WHEREAS **JMC ACQUISITION LLC**, a Delaware limited liability company having a business address of c/o Palladium Equity Partners LLC, 1270 Avenue of the Americas, Suite 2200, New York, New York 10020, U.S.A., (hereinafter referred to as **ASSIGNOR**) is the owner of the entire right, title, and interest of the sundry trademarks listed in Schedule "A" hereto, and is the record title holder of said trademarks; and

WHEREAS through an Agreement of Sale dated August 3, 1999, **NEXPAK CORPORATION**, a Delaware corporation having a business address of 6370 Wise Avenue, NW, North Canton, Ohio 44720, U.S.A., (hereinafter referred to as **ASSIGNEE**) purchased the entire rights, titles, and interests in said trademarks including the goodwill of the business symbolized by said trademarks and the corresponding registrations thereof as set forth on Schedule "A", wherefore **NEXPAK** is the equitable owner of the legal title to said trademarks and registrations; and

WHEREAS **ASSIGNEE** is desirous of acquiring the entire interest in and to said trademarks and in and to said trademark registrations, and of perfecting the record title thereto in **ASSIGNEE**;

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) and of other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged, **ASSIGNOR** by these presents hereby assigns, transfers, conveys, and sets over unto said **ASSIGNEE**, its successors, assigns and legal representatives, the entire rights, titles, and interests to and under said trademarks throughout the world and the corresponding registrations thereof, set forth on Schedule "A", together with the goodwill of the business in connection with which said trademarks were and are used, and all rights incident thereto;

Said **ASSIGNOR** hereby releases, assigns, and transfers unto said **ASSIGNEE** its successors, assigns and legal representatives, all rights, titles, and interests, claims and demands whatsoever said **ASSIGNOR** had in, to and by, under and through, said trademarks and corresponding registrations thereof, set forth in Schedule "A", including all claims for any and all past infringement thereof and the right to sue

therefor;

ALL OF THE SAME to be held and enjoyed by said **ASSIGNEE** for its own use and behoof and for its successors, assigns and legal representatives as fully and entirely as the same would have been held and enjoyed by said **ASSIGNOR** had this Assignment not been made.

Executed at North Canton, Ohio, this 23 day of July, 2001.

JMC ACQUISITION LLC

ATTEST:

Tonyal L. Carpenter

[Signature]
Name: James K. Sankoy
Title: 7/23/01

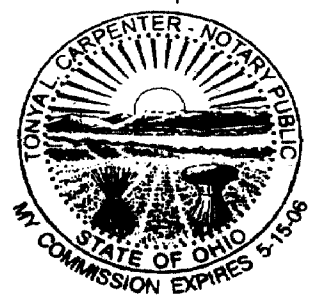
STATE OF Ohio
COUNTY OF Stark

Before me, a Notary Public in and for Stark County, personally appeared James K. Sankoy, personally well known to me and acknowledge the signing of the above instrument to be his voluntary act and deed and that of the corporation JMC ACQUISITION LLC, for the purposes therein set forth.

Witness my signature and Official Seal at North Canton, Ohio, this 23 day of July, 2001.

[Signature]
NOTARY PUBLIC

SEAL



SCHEDULE "A"

TRADEMARKS

JMC ACQUISITION LLC TRANSFER TO NEXPAK CORPORATION

1795-CR

TRADEMARK
REEL: 002368 FRAME: 0267

COUNTRY	DOCKET NO.	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
CANADA	1795-CK-CA	AMARAY			TMA 303,071		JMC ACQUISITION LLC
CANADA	1795-OM-CA	VIDEOBANK			TMA 306,963		JMC ACQUISITION LLC
JAPAN	1795-CK-JP	AMARAY			2,120,918		JMC ACQUISITION LLC
US	1795-EU	AMARAY GAME BANK & DESIGN	73/370,400	06/18/82	1,260,094	12/6/83	JMC ACQUISITION LLC