

10-04-2001



2 SHEET
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Docket No.:

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101865462

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

1. Name of conveying party(ies):

Creative Management Services, L.L.C.

9-28-01

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

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

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

Name: Creative Management Services, Inc.

Internal Address: _____

Street Address: 10601 Baur Boulevard

City: St. Louis State: MO ZIP: 63132

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Service Mark License Agreement
- Merger
- Change of Name

Execution Date: February 6, 2001

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

A. Trademark Application No.(s)

76/148,971

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Frank B. Janoski

Internal Address: _____

Street Address: 500 North Broadway, Suite 2000

City: St. Louis State: MO ZIP: 63102

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:

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.

Frank B. Janoski

Name of Person Signing

Signature

9/24/01

Date

Total number of pages including cover sheet, attachments, and

8

TRADEMARK

SERVICE MARK ASSIGNMENT

Service Mark Assignment made as of the 6th day of February, 2001 by CREATIVE MANAGEMENT SERVICES, L.L.C., a Delaware limited liability company, of 10601 Baur Boulevard, St. Louis, Missouri 63132 ("Assignor")

WITNESSETH

WHEREAS, CREATIVE MANAGEMENT SERVICES, L.L.C. is the owner of the Service Mark MC² and design, and the respective application, more particularly described in Exhibit A attached hereto and made a part hereof,

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CREATIVE MANAGEMENT SERVICES, L.L.C., a Delaware limited liability company, of 10601 Baur Boulevard, St. Louis, Missouri 63132, does hereby assign, transfer, and convey unto CREATIVE MANAGEMENT SERVICES, INC., a Missouri corporation, of 10601 Baur Boulevard, St. Louis, Missouri 63132, its successors and assigns, the entire right, title and interest, legal and equitable, in and to the Service Mark set forth in Exhibit A attached hereto, and the respect registration of said mark in the United States Patent and Trademark Office, together with the goodwill of the business symbolized by the mark, any and all causes of action that have accrued to CREATIVE MANAGEMENT SERVICES, L.L.C., up to and including the date hereof in connection with any infringement of the said mark, together with the right to sue and collect for past infringements, damages, royalties and all other remedies related thereto.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Service Mark to be duly executed this 6th day of February, 2001.

CREATIVE MANAGEMENT SERVICES, L.L.C.

BY: _____

Steven P. D.
(Print or Type Name)

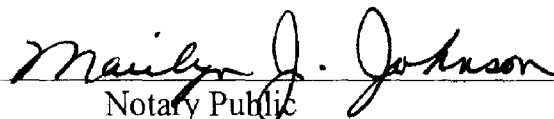
Its: _____

President
(Title)

STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 6th day of February 2001, before me a Notary Public within and for said county personally appeared Steven P. Dix who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of CREATIVE MANAGEMENT SERVICES, L.L.C. for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on this 6th day of February, 2001.


Notary Public

My Commission Expires:

MARILYN J. JOHNSON
NOTARY PUBLIC - STATE OF MISSOURI
~~MY COMMISSION EXPIRES MAR. 23, 2001~~
JEFFERSON COUNTY

EXHIBIT A

CREATIVE MANAGEMENT SERVICES, L.L.C.

SERVICE MARK

<u>Application No.</u>	<u>Service Mark</u>	<u>Filing Date</u>	<u>Owner (Applicant)</u>
76/148,971	MC ² (and design)	10/18/2000	Creative Management Services, L.L.C.

SERVICE MARK LICENSE AGREEMENT

AGREEMENT made as of February 6, 2001, by and between CREATIVE MANAGEMENT SERVICES, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, whose principal place of business is located in St. Louis, Missouri, hereinafter referred to as Licensee, and CREATIVE MANAGEMENT SERVICES, INC., a corporation organized under the laws of the State of Missouri, whose principal place of business is located in St. Louis, Missouri, hereinafter referred to as Licensor,

WHEREAS, Licensor is the owner by Assignment of the Service Mark "MC²" and design for promotional services in the State of Missouri and elsewhere throughout the United States as depicted in U.S. Service Mark Application No. 76/148,971, dated October 18, 2000, a copy of which is attached hereto as Exhibit A and B (hereinafter referred to as the "Service Mark"); and

WHEREAS, Licensee is desirous of using said Service Mark for promotional services in the State of Missouri and elsewhere throughout the United States, hereinafter referred to as the "Territory";

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the sum of Ten Dollars (\$10) and other valuable consideration herewith paid by Licensee to Licensor, the receipt of which is hereby acknowledged by said Licensor, the parties hereby agree as follows:

1. *License.* Licensor grants to Licensee the perpetual right to use (subject to paragraph 7 herein) under the common law and under the auspices and privileges provided by any state or federal registrations covering the Service Mark the term of this Agreement, and Licensee hereby undertakes to use the Service Mark in the Territory in connection with the rendition of promotional services, the permitted services being hereinafter referred to as the "Services."

2. *Quality of Services.* Licensee shall use the Service Mark only with the Services rendered by or for the Licensee in accordance with the guidance and directions furnished to the Licensee by the Licensor, or its representatives or agents, from time to time, if any, but always the quality of the Services shall be satisfactory to the Licensor or as specified by it. The Licensor shall be the sole judge of whether or not the Licensee has met or is meeting the standards of quality so established.

3. *Inspection.* Licensee will permit duly authorized representatives of the Licensor to inspect the premises of Licensee using the Service at all reasonable times, for the purpose of ascertaining or determining compliance with Paragraphs 1 and 2 hereof.

4. *Use of Service Mark.* Licensee shall provide Licensor with samples of all literature, brochures, signs and advertising material prepared by the Licensee, bearing the Service Mark prior to the use thereof. When using the Service Mark under this Agreement, Licensee undertakes to comply substantially with all laws pertaining to service marks in force at any time in the Territory. This provision includes compliance with marking requirements.

5. *Extent of License.* The right granted in Paragraph 1 hereof shall be exclusive and shall not be transferable without Licensor's prior written consent; however, Licensor shall have the right to use the Service Mark. The license herein granted shall not be assignable or transferable in any manner whatsoever, nor shall the Licensee have the right to grant any sublicenses, except by prior written consent of the Licensor.

6. *Indemnity.* Licensor assumes no liability to Licensee or to third parties with respect to the performance characteristics of the Services rendered by the Licensee under the Service Mark. The Licensee shall indemnify Licensor against losses incurred as a result of claims by third parties against Licensor involving sale of the Licensee's Services.

7. *Termination.*

a. Except as otherwise provided herein, this Agreement shall remain in full force and effect, but is terminable at the will of Licensor upon not less than thirty (30) days written notice to Licensee.

b. If Licensee makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy, then the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Licensor.

8. *Ownership of Service Mark.* Licensee acknowledges Licensor's exclusive right, title and interest in and to the Service Mark and any state or federal registration that may issue thereon, and will not at any time do or cease to be done any act or thing contesting or in any way impairing or tending to impair the whole or a part of such right, title and interest. In connection with the use of the Service Mark, Licensee shall not in any manner represent that it has any ownership in the Service Mark or subsequent registrations thereof, and all parties acknowledge that use of the Service Mark shall enure to the benefit of the Licensor. On termination of this Agreement in any manner provided herein, the Licensee will cease and desist from all use of the Service Mark in any way and will deliver up to the Licensor, or its duly authorized representatives, all material and papers upon which the Service Mark appears. Furthermore, Licensee will not at any time adopt or use without the Licensor's prior written consent, any word or mark which is likely to be similar to or confusing with the Service Mark.

9. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown below, or at such other address as may be furnished in writing to the notifying party.

CREATIVE MANAGEMENT SERVICES, L.L.C.
10601 Baur Boulevard
St. Louis, MO 63132

By: _____

CREATIVE MANAGEMENT SERVICES, INC.
10601 Baur Boulevard
St. Louis, MO 63132

By: _____

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