

10-18-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

101877640 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Foster & Gallagher, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State IL [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Lexton Group, L.L.C. Internal Address: Street Address: P. O. Box 10 City: Louisiana State: MO Zip: 63353 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Missouri limited liability company 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

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: September 17, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/308,644 B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Harvey L. Yusman, Esq. Internal Address: Street Address: Greensfelder, Hemker & Gale, P.C. 10 South 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 [x] Enclosed [x] Authorized to be charged to deposit account (if necessary) 8. Deposit account number: 07-1985 (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. HARVEY L. YUSMAN Name of Person Signing [Signature] Signature 10/9/2001 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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/17/2001 LMUELLER 00000121 76308644 01 FC:481 40.00 DP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: FOSTER & GALLAGHER, INC.

ASSIGNEE: LEXTON GROUP, L.L.C.

SERVICE MARK ASSIGNMENT

THIS ASSIGNMENT, is made and entered into as of the 17th day of September, 2001, by and between FOSTER & GALLAGHER, INC., an Illinois corporation with an office located at 6523 North Galena Road, Peoria, Illinois 61632 ("Assignor"), and LEXTON GROUP, L.L.C., a Missouri limited liability company with its principal office located at P.O. Box 10, Louisiana, Missouri 63353 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the following service mark (the "Service Mark") and the application pending in the U.S. Patent and Trademark Office for registration thereof (the "Application");

<u>Service Mark</u>	<u>U.S. Application Serial No.</u>	<u>Filing Date</u>
Stark Bro's Fulfillment Services	76/308,644	August 24, 2001

WHEREAS, Assignor is a party to an Asset Purchase Agreement dated August 8, 2001 (the "APA") pursuant to which Assignor agreed to sell, assign, transfer and deliver to Lexton Group, L.L.C., substantially all the assets of Assignor's fulfillment business, including the Service Mark and the related goodwill, the application filed for registration in the U.S. Patent and Trademark Office on behalf thereof, and incidental thereto, the consent, vis-a-vis, the full disclosure to and agreement with, purchaser(s) of any mark(s) sold by Assignor which is similar to the Service Mark, to use concurrently and co-exist with the Service Mark and its registration(s).

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Service Mark and the Application together with the goodwill of the business in connection with which the Service Mark is used and which is symbolized by the Service Mark, along with the right to sue and recover damages and profits for past infringements thereof;

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Service Mark and the Application together with the goodwill of the business in connection with which the Service Mark is used and which is symbolized by the Service Mark, along with the right to sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Service Mark for the United States and throughout the world, the Application and any registration ensuing therefrom, together with all of the goodwill of the business in connection with which the Service Mark is used and which is symbolized by the Service Mark, along with the right to sue and recover damages and profits for past infringements thereof.

Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and deliver such further instruments that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all rights hereby assigned and/or provide evidence to support the foregoing or to effectuate the intent of the parties set forth herein or in the APA in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or under the control of Assignor.

October 9, 2001

EXPRESS MAIL NO. EL620591895US

Commissioner of Patents and Trademarks
Box: ASSIGNMENT
Washington, D.C. 20231

Re: Recordation of Service Mark Assignment
Assignor: Foster & Gallagher, Inc.
Assignee: Lexton Group, L.L.C.

Gentlemen:

Enclosed please find a photocopy of the Service Mark Assignment which evidences the transfer described therein.

Accordingly, please index the recordation of the enclosed document against the U.S. application serial number set forth in the attached cover sheet and as follows so that the file of the U.S. Patent and Trademark Office will clearly and correctly indicate the legal owner thereof by establishing the proper link in the chain of title:

U.S. Application Serial No. 76/308,644

Representing the fee for this service, please find attached a check made payable to the "Commissioner of Patents and Trademarks" in the amount of \$40.00. Any deficiency or overpayment should be charged or credited to Deposit Account No. 07-1985.

Please acknowledge receipt of these documents by applying your date stamp on the enclosed postcard and thereafter, return it to the undersigned.

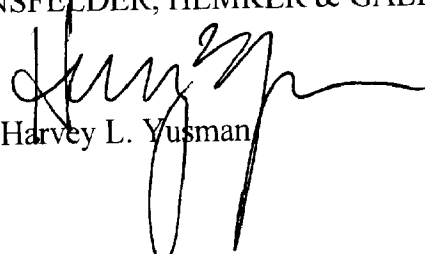
Once recorded and stamped in your office with the appropriate date and Reel/Frame numbers, please return the documents and the Notice of Recordation to my office.

Thank you for your cooperation in this matter.

Very truly yours,

GREENSFELDER, HEMKER & GALE, P.C.

By


Harvey L. Yusman

HLY:njf
Enclosure
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