

10-19-2001



Form PTO-1594

(Rev. 03/01)

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Tab settings

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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

ADS Corporation

10901

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: October 3, 2001

2. Name and address of receiving party(ies)

Name: Miller Pipeline Corporation

Internal

Address: \_\_\_\_\_

P.O. Box 34141

Street Address: 8850 Crawfordsville Rd.

City: Indianapolis State: IN Zip: 46234

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

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

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

A. Trademark Application No.(s)

75/941,324

76/061,423

B. Trademark Registration No.(s)

OCT - 9 2001

Additional number(s) attached  Yes  No

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

Name: Krieg DeVault LLP

Internal Address: \_\_\_\_\_

Attention: Justin L. Sage

Street Address: One Indiana Square,

Suite 2800

City: Indianapolis State: IN

Zip: 46204-2079

6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- 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.

Justin L. Sage

Name of Person Signing

Justin L. Sage

Signature

10-5-01

Date

Total number of pages including cover sheet, attachments, and document: 5

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

**TRADEMARK**  
**REEL: 002385 FRAME: 0196**

## TRADEMARK ASSIGNMENT

WHEREAS, ADS Corporation, a Delaware corporation (hereinafter "Assignor"), has adopted and used in commerce generally and interstate commerce specifically the trademarks, trademark registrations and trademark applications set forth in Schedule A attached hereto (the "Trademarks"); and is the owner of the entire right, title and interest in and to the Trademarks; and

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of October 3, 2001 (the "Purchase Agreement"), by and between Assignor and Miller Pipeline Corporation, an Indiana corporation ("Purchaser"), the Assignor is transferring to Purchaser the Assets (as described in the Purchase Agreement), including the Trademarks, together with the business and goodwill with which the Trademarks are used and which is symbolized and associated with each of them.

NOW, THEREFORE, effective as of the date hereof, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Purchaser, its successors and assigns all of its right, title, and interest in and to:

- (i) the Trademarks set forth on Schedule A hereto, together with the business and goodwill with which each of the Trademarks is used and which are symbolized thereby and associated therewith;
- (ii) all registrations (and all renewals thereof) and applications for registration of the Trademarks;
- (iii) the right to oppose any trademarks or trade names or to take action against or sue for any past, present or future infringement of the Trademarks and related claims, including the right to sue for injunctive relief and to collect damages; and
- (iv) all rights corresponding thereto throughout the world.

Assignor agrees and acknowledges that use of the Trademarks by Assignor or its authorized licensees at any time prior hereto shall be hereafter deemed to have been used by or for the benefit of Purchaser and its legal representatives. From time to time after the date hereof, at the request of the Purchaser (which for such purposes shall include any successor to Purchaser or to substantially all its assets), and at the expense of the Purchaser, Assignor shall execute and deliver to Purchaser such documents and take such other action as Purchaser may reasonably request in order to consummate more effectively the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be duly executed by its authorized officer as of October 2, 2001.

ADS Corporation

By: 

Name: Craig H. Alfson  
Title: Vice President, CFO and  
Treasurer



## Schedule A

## Trademarks

Trademark INTELLIPIPE  
Country US  
Reg. No. N/A  
Date of Reg. N/A  
Filing Date March 10, 2000  
Ser. No. 75/941,324  
Comments Notice of Allowance issued May 29, 2001

Trademark Miscellaneous Design  
Country US  
Reg. No. N/A  
Date of Reg. N/A  
Filing Date June 1, 2000  
Ser. No. 76/061,423  
Comments Application approved for publication, July 3, 2001;  
Notice of Publication issued September 19, 2001