

Form PTO-1594  
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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):  
**Foster & Gallagher, Inc.** 10/11/01

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

Additional name(s) of conveying party(ies) attached?  Yes  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: **Missouri** Zip: **63353**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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:  
 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)  
**76/308644**

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Peter M. Spingola, Esq.**  
Internal Address: **Kirkland & Ellis**  
Street Address: **200 East Randolph Drive**  
City: **Chicago** State: **Illinois** Zip: **60601**

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: \_\_\_\_\_  
(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.

**Peter M. Spingola**  
Name of Person Signing

*Peter Spingola*  
Signature

**10/11/01**  
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

37588-28

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 17<sup>th</sup> 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	76/308644	8/24/01

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.

