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To the Honorable Commissioner

101986196

ne attached original documents or copy thereof.

1. Name of conveying party(ies):

Sydney Moss

1.30.02

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

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Spa Capital, LLC

Street address: 175 North Main Street

City: Bransford, CT 06405

002

TM Mail Rcpt Dt. #26

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

3. Description of the interest conveyed:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: December 17, 2001

If not domiciled in the United States, a domestic representative designation is attached:

- Yes No

(The attached document must not be an assignment)
Additional names(s) and addresses attached:

- yes no

4. Application number(s) or registration number(s) Additional sheet attached yes no

A. Trademark Application No.(s):

B. Trademark Registration No.(s)

1,528,993

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

Attorney Name: Mark D. Lorusso
 Firm Name: Kirkpatrick & Lockhart LLP
 75 State Street
 Boston, Massachusetts 02109

02/20/2002 6TOM11 00000001 501721 1528993
 01 FC:481 40.00 CH

6. Number of applications and registrations involved..... [1]

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be changed to deposit account

8. Deposit Account number:
50-1721

(Attach duplicate 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..

Mark D. Lorusso
Name of Person Signing

[Signature]
Signature

January 28, 2002
Date

Total number of pages including cover sheet, attachments, and document: 1



01-30-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark Assignment and Agreement is made on December 17, 2001, by and between Sydney Moss ("Assignor"), a resident of the Commonwealth of Massachusetts and Spa Capital, LLC ("Assignee"), a Delaware limited liability company. (Assignor and Assignee are also collectively referred to as the "Parties").

Whereas, Assignor has used the mark "LE PLI" in interstate commerce and owns U.S. Federal Registration No. 1,528,993 for "LE PLI" issued March 7, 1989 (the "Registration"); and

Whereas, the Assignee desires to use, own and hold the trademark "LE PLI," and to apply for U.S. federal and foreign registrations of the mark in its own name to prevent use by third parties of confusingly similar marks.

Now, therefore, in consideration of the foregoing premises, all of which are incorporated into this Agreement, and the mutual promises made in this Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Grant of Assignment.** Assignor hereby sells, assigns, transfers, and sets over to Assignee any and all right, title, and interest in and to the trademark "LE PLI," and to any confusingly similar marks to which Assignor may have rights, throughout the world in perpetuity, including the goodwill associated with such marks and including without limitation: (a) any and all registrations or applications for registration, and any related domain name registrations held by the Assignor, in the U.S. or foreign countries, including all rights, title and interest in the Registration, and (b) any and all common law rights in and to the mark "LE PLI" and any confusingly similar mark.
2. **Additional Duties of Assignor.**
 - a. Assignor agrees that it shall execute and deliver to Assignee any and all additional papers and generally do all other lawful acts deemed necessary by Assignee to carry out the terms of this Agreement, including, without limitation, providing to Assignee or Assignee's designated representative all files relating to the Registration, including all evidence establishing Assignor's first use in interstate commerce of the mark "LE PLI".
 - b. Assignor agrees to refrain from using "LE PLI" or confusingly similar marks to identify products or services or use marks as Internet domain names or in any other way that is likely to dilute the marks, or that may injure Assignee's business reputation, or to cause confusion, mistake, or deception, regarding control of the marks.
 - c. Assignor agrees to refrain from registering and/or attempting to register as a domain name any name containing "LE PLI" or a name confusingly similar to that mark.

d. Assignor represents and warrants that as of the date hereof it has not registered or applied to register any other trademark that includes "LE PLI" or any mark confusingly similar to that mark other than that made in the Registration.

3. **Payment.** In consideration for the grant of the assignment and other duties hereunder, Assignee shall pay to Assignor the sum of one United States Dollar (US \$1.00), which shall be payable at the time of execution of this Agreement.
4. **Release.** Assignor agrees to irrevocably release Assignee from any and all claims, demands, obligations, damages, costs, rights, losses, causes of actions, and/or liabilities that Assignor may have against Assignee by reason of the facts and events associated with and underlying this Agreement.
5. **Specific Performance.** Each of the Parties acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.
7. **Additional Provisions.**
 - a. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representations. Either Party hereto shall have the right to assign or otherwise transfer all or any portion of its rights or obligations under this Agreement.
 - b. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be deleted and the remaining provisions shall remain in full force and effect.
 - c. In the event that either Party hereto shall be required to seek legal recourse in order to enforce or effectuate the performance hereto or for the breach hereof, the prevailing Party shall be entitled to recover all costs and expenses including reasonable attorneys' fees at trial, upon any appeal, in bankruptcy proceedings, and in any proceeding to enforce or collect any judgment awarded hereunder.

d. This Agreement sets forth the entire understanding and agreement between the Parties to the Agreement with respect to the subject matter hereof and may not be amended except in a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate originals as of the date first above written by and through their duly authorized representatives.

ASSIGNOR:

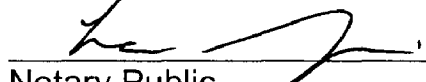


Sydney Moss

Date: 12/17/01

STATE OF Massachusetts
COUNTY OF Suffolk

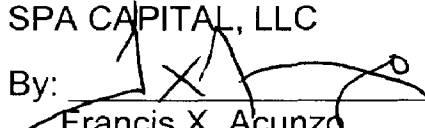
Subscribed and sworn to before me this 17th day of December, 2001.



Notary Public

ASSIGNEE:

SPA CAPITAL, LLC

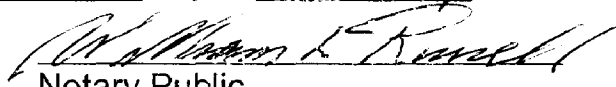
By: 

Francis X. Acunzo
Chief Executive Officer

Date: 1/10/02

STATE OF Connecticut
COUNTY OF Fairfield

Subscribed and sworn to before me this 11th day of January, 2002



Notary Public
my commission Expires on
March 31, 2003