

02-25-2002



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Docket No.:

PROT605

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To the Honorable Commissioner of Patents and Trademarks, the attached original documents or copy thereof.

1. Name of conveying party(ies):
UNITED ELECTRIC COMPANY OF OHIO
1609 SOUTH CHURCH STREET
BURLINGTON, NORTH CAROLINA 27215
1-31-02

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

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

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

Name: United Electric Company of North Carolina, Inc.

Internal Address: 5118 N. SAWYER AVENUE

Street Address: 5118 N. SAWYER AVENUE

City: BOISE State: ID ZIP: 83714

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **IDAHO**
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: NOVEMBER 27, 2000

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

A. Trademark Application No.(s)
75/586,487

B. Trademark Registration No.(s)
2,463,177

Additional numbers attached? Yes No

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

Name: FRANK J. DYKAS

Internal Address: PO BOX 877
BOISE, IDAHO 83701-0877

Street Address: 802 WEST BANNOCK, SUITE 405

City: BOISE State: ID ZIP: 83702

6. Total number of applications and registrations involved:..... **2**

7. Total fee (37 CFR 3.41):.....\$ 80.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

02/22/2002 LMUELLER 00000156 75586487
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

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 J. DYKAS
 Name of Person Signing

Signature

OCTOBER 19, 2001

Date

Refund Ref: 02/22/2002 LMUELLER 0000114461

CHECK Refund Total: \$15.00

TRADEMARK

REEL: 002447 FRAME: 0954

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (the "Assignment"), made as of November 30, 2000, between United Electric Company of Ohio, a North Carolina corporation, with offices at 1609 South Church Street, Burlington, North Carolina 27215 ("Assignor"), and United Electric Company of North Carolina, Inc., an Idaho corporation, with offices at 5118 North Sawyer Avenue, Boise, Idaho 83714 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademarks, service marks, trade names and/or trade dress listed on Schedule A attached hereto (collectively, the "Marks") including the registrations and pending applications, if any, of such marks listed on Schedule A;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated November 27, 2000 by and among Assignor, David M. Farrell, Pro-Team, Inc. and Assignee, the Assignor agreed to assign to the Assignee its rights, title and interest in the Marks, and registrations and applications thereof, together with the goodwill of the Business.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. In accordance with the Asset Purchase Agreement, the Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, its entire right, title and interest, whether statutory or at common law, in and to these Marks throughout the world, and all registrations and pending applications thereof, together with the goodwill of the business symbolized by them, including but not limited to all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

B. Assignor agrees to execute any further papers and to do such other acts (without the expenditure of funds) as may be necessary and proper to vest full rights, title and interest in and to the Marks in the Assignee.

C. This Assignment may be executed by the parties hereto in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by less than all, but together signed by all of the parties hereto. Facsimile transmissions of the signatures provided for below may be relied upon, and shall have the same effect, as the originals of such signatures.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first written above.

United Electric Company of Ohio

By: 

David M. Farrell
President

United Electric Company of North Carolina, Inc.

By: 

Larry R. Shideler
President

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

On this ___ day of November, 2000, before me personally came David M. Farrell, to me known, who being by me duly sworn, did depose and say that he is the President of United Electric Company of Ohio the corporation described in and which executed the foregoing instrument, and that he had the authority to sign his name hereto on behalf of the corporation.

Elizabeth S. Seckle
Notary Public

My commission expires:
1-26-2004

Seal:Stamp

STATE OF North Carolina
COUNTY OF Alamance

On this 27th day of November, 2000, before me personally came Larry R. Shideler, to me known, who being by me duly sworn, did depose and say that he is the President of United Electric Company of North Carolina, Inc., the corporation described in and which executed the foregoing instrument, and that he had the authority to sign his name hereto on behalf of the corporation.

Elizabeth S. Seckle
Notary Public

My commission expires:
1-26-2004

Seal:Stamp