

02-28-2002

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

RE



101996217

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):

Paul Harris Stores, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: June 5, 2001 and June 6, 2001

2. Name and address of receiving party(ies)

Name: Charlotte G. Fischer

Internal Address:

Street Address: 3791 Bay Creek Drive City: Bonita Springs State: FL Zip: 34134

- Individual(s) citizenship: United States of America, 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) 75/589,116; 75/894,022; 76/133,311

B. Trademark Registration No.(s) 1,945,049; 2,062,540; 1,939,313; 2,418,150; 1,972,214; 1,375,997; 1,205,518;

Additional number(s) attached Yes No 1,198,867; 1,198,866

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

Name: Paul J. Maginot

Internal Address:

Maginot, Moore & Bowman

Bank One Center/Tower

Street Address: 111 Monument Circle

Suite 3000

Indianapolis

City: State: IN Zip: 46204

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

13-0014

(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.

Paul J. Maginot

Name of Person Signing

Signature

January 10, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9

02/28/2002 6TON11 00000004 75589116

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

01 FC:481 02 FC:482

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TRADEMARK REEL: 002450 FRAME: 0676

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/95
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Stanley Fischer

DBA/AKA/TA

Composed of

Address (line 1)

3791 Bay Creek Drive

Address (line 2)

Address (line 3)

Bonita Springs

City

Florida

State/Country

34134

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

United States of America

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made as of the 5th day of June, 2001 by Paul Harris Stores, Inc., a corporation organized and existing under the laws of the State of Indiana, having a place of business at 6003 Guion Road, Indianapolis, Indiana 46254 (the "Assignor").

WHEREAS, Assignor is the owner of the registered trademarks, trademark applications, all common law rights to nonregistered trademarks, registered service marks, service mark applications, all common law rights to nonregistered service marks, and all common law copyrights (the "Trademarks, Service Marks, and Copyrights") identified on Exhibit A attached hereto; and

WHEREAS, Charlotte G. Fischer and Stanley Fischer (together, the "Assignees") are desirous of acquiring the Trademarks, Service Marks, and Copyrights, and the registrations thereof, together with Assignor's customer store list, trademark signage and box of computer media labeled "Paul Harris Stores Logos" and related material (collectively with the Trademarks, Service Marks, and Copyrights, the "Assets");

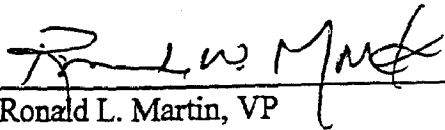
NOW, THEREFORE, pursuant to the Order Approving Sale of Debtors' Intellectual Property entered on June 5, 2001 (the "Order") in the Assignor's bankruptcy case pending in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division, Case No. 00-12467-BHL-11, and in consideration of and in exchange for the sum of Forty-Three Thousand Dollars (\$43,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all right, title and interest in and to the Assets, together with the goodwill of the business symbolized by and associated with the Trademarks, Service Marks, and Copyrights and said registrations and applications, for Assignees' own use and enjoyment, and for the use and enjoyment of Assignees' successors, assigns or other legal representatives, together with all income, royalties or payments due or payable as of the date hereof

or hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, Service Marks, or Copyrights with the right to sue for, and collect the same for Assignees' own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.


IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Bill of Sale and Assignment as a sealed instrument as of the date and year first above written.

THIS DOCUMENT MAY BE EXECUTED IN COUNTERPARTS, EACH COUNTERPART DEEMED AS PART OF THE ORIGINAL.

PAUL HARRIS STORES, INC., Assignor

By: 
Ronald L. Martin, VP

ASSIGNEES


Charlotte G. Fischer, Assignee


Stanley Fischer, Assignee

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared before me, Ronald L. Martin, Vice President of Paul Harris Stores, Inc., who acknowledged the execution of the foregoing Bill of Sale and Assignment, for and on behalf of said corporation.

Witness my hand and Notarial Seal this 6 day of June, 2001.

DeWisa R. Wineinger
Notary Public

DEWISA R. WINEINGER
Printed

My Commission Expires:

4-11-07

My County of Residence:

Over

or hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, Service Marks, or Copyrights with the right to sue for, and collect the same for Assignees' own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

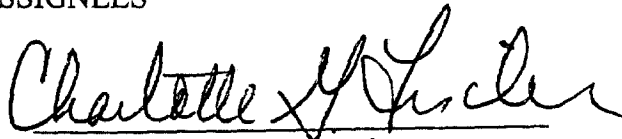
IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Bill of Sale and Assignment as a sealed instrument as of the date and year first above written.

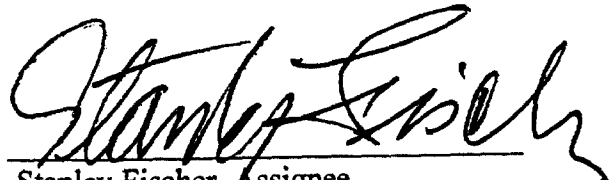
THIS DOCUMENT MAY BE EXECUTED IN COUNTERPARTS, EACH COUNTERPART DEEMED AS PART OF THE ORIGINAL.

PAUL HARRIS STORES, INC., Assignor

By: _____
Ronald L. Martin, VP

ASSIGNEES

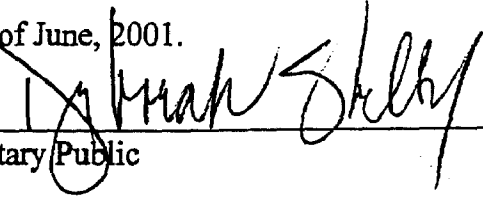

Charlotte G. Fischer, Assignee


Stanley Fischer, Assignee

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared before me, Charlotte G. Fischer and Stanley Fischer, who acknowledged the execution of the foregoing Bill of Sale and Assignment.

Witness my hand and Notarial Seal this 5th day of June, 2001.



Notary Public

DEBORAH SHELBY

Printed

My Commission Expires:

12/19/2007

My County of Residence:

MARION

Attachments:

Exhibit A - Trademarks, Service Marks, and Copyrights

C:\WINDOWS\TEMP\Billof-1.wpd

EXHIBIT A TO BILL OF SALE AND ASSIGNMENT

PAUL HARRIS STORES, INC.

A. **United States Trademark and Service Mark Registrations**

Mark	Registration Number and Registration Date
PASTA and Design	1,375,997 12/17/85
PASTA	1,939,313 12/05/95
PASTA and Design	1,945,049 01/02/96
PAUL HARRIS	1,972,214 05/07/96
HABERDASHER	2,062,540 05/20/97
WEAR WITH ALLS	2,418,150 01/02/01
ELOQUENCE and Design	1,205,518 08/17/82
R.M.C.C. and Design	1,198,867 06/22/82
CALLA LILLY and Design	1,198,866 06/22/82

B. Pending United States Trademark and Service Mark Applications

Mark	Serial Number
LIFE GOES ON	75/589,116
PAUL HARRIS (Stylized)	75/894,022
POWERPERKS	76/133,311

C. United States Common Law Trademark and Service Marks

Mark

PAUL HARRIS DIRECT
PAUL HARRIS DESIGN
PAUL HARRIS SPORT
PAUL HARRIS DENIM
PHD
PAUL HARRIS
LIFE GOES ON
WEAR WITH ALL
WEAR WITH ALLS

D. United States Common Law Copyrights

Title	Status	Date
Web Site materials located at <paulharris.com> and <paulharrisstores.com>	Unfiled	1999

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No. 1791-0000

Applications of: Charlotte G. and Stanley Fischer

I hereby certify that this correspondence is being deposited
with the United States Postal Service in an envelope
addressed to: Commissioner of Patents & Trademarks,
Box Assignments,
Washington, D.C. 20231 on January 10, 2002
(Date of Deposit)

Paul J. Maginot
Name of person mailing Document or Fee

Paul J. Maginot
Signature

January 10, 2002
Date of Signature

LETTER

Commissioner of Patents & Trademarks
Box Assignments
Washington, D. C. 20231

Sir:

The following documents are forwarded herewith for appropriate action by the
U.S. Patent and Trademark Office:

1. Recordation Cover Sheet (2 pages);
2. Executed Bill of Sale and Assignment;
3. Check in the amount of \$315.00; and
4. One return post card.