

04-17-2002



Form PTO-1594 R
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102057942

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

1. Name of conveying party(ies):

Conveyors, Ltd. *3.29.02*

- Individual(s)
- General Partnership
- Corporation-State
- 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: February 15, 2002

2. Name and address of receiving party(ies)

Name: In-Veyor, LLC

Internal Address: _____

Street Address: 10901 Kenwood Road

City: Cincinnati State: OH Zip: 45242

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

Other Delaware 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1687565

Additional number(s) attached Yes No

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

Name: Tracy L. Reilly, Esq.

Internal Address: Kirkland & Ellis

Street Address: 200 East Randolph Drive,
Suite 5300

City: Chicago State: IL 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:

22-0440

(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.

Tracy L. Reilly, Esq.

Name of Person Signing

Signature

March 29, 2002

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: 002484 FRAME: 0966

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 15, 2002 ("Effective Date") by and between Conveyors, Ltd., an Ohio limited liability company, with its principal office at 28 North Clark Street, Mount Sterling, Ohio 43143 ("Assignor"), and In-Veyor, LLC, a Delaware limited liability company, with its principal office at 10901 Kenwood Road, Cincinnati, Ohio 45242 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Amended & Restated Asset Purchase Agreement dated February 15, 2002 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registration set forth on Schedule A attached hereto, the trade names and assumed names set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor shall execute and deliver any other documentation reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the parties contained in the Agreement or the survival thereof.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CONVEYORS, LTD.

Andrew Pettit

Name: Andrew Pettit

Title: President

IN-VEYOR, LLC

Christopher C. Cole

Name: Christopher C. Cole

Title: CEO

STATE OF Ohio)
) SS.
COUNTY OF Hamilton)

On this 15th day of February, 2002, there appeared before me Andrew Pettit, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Conveyors, Ltd.

Roxana S. Williams
Notary Public
Roxana S. Williams, Notary Public
in and for the State of Ohio
My Commission Expires June 1, 2005

STATE OF Ohio)
) SS.
COUNTY OF Hamilton)

On this 15th day of February, 2002, there appeared before me Christopher C. Cole, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of In-Veyor, LLC.

Roxana S. Williams
Notary Public
Roxana S. Williams, Notary Public
in and for the State of Ohio
My Commission Expires June 1, 2005

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Mark
1,687,565	VERSA CORPORATION AND DESIGN

SCHEDULE B

U.S. TRADE NAMES AND ASSUMED NAMES

Name
VERSA
CONVEYOR
CONVEYORS
MAIL SYSTEMS
MSI