

05-21-2002

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Form PTO-1594
(Rev. 03/01)
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Tab settings ⇨ ⇨ ⇨



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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): 5-3-02
Kinetic Communications LLP

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)

Name: Jay Brandrup
Internal Address: Kinetic Communications LLP
Street Address: 2017 Morris Avenue
City: Birmingham State: AL Zip: 35203

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership LLP
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Changes to Records

Execution Date: _____

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

A. Trademark Application No.(s)
—

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2208043

Additional number(s) attached Yes No

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

Name: Jay Brandrup
Internal Address: Kinetic Communications LLP
2017 Morris Avenue
Birmingham, AL 35203
Street Address: (same)
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 1

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

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.

Jay Brandrup Jay Brandrup 4-26-02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

05/20/2002 6T0N11 00000196 2208043
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002510 FRAME: 0227

ASSIGNMENT OF INTEREST AND AMENDMENT OF PARTNERSHIP AGREEMENT

THIS ASSIGNMENT OF INTEREST, dated as of the 11th day of June, 2001, by SCOTT W. FERGUSON, a resident of the State of Alabama (the "Assignor") in favor of JAY B. BRANDRUP, a resident of the State of Alabama (the "Assignee").

RECITALS:

WHEREAS, the Assignor is a partner of Kinetic Communications, LLP, an Alabama limited liability partnership (the "Partnership");

WHEREAS, Assignor and Assignee have agreed to enter into this Assignment of Interest in accordance with the terms hereunder and Assignor has executed and delivered this instrument to Assignee pursuant to that certain Purchase Agreement between Assignor and Assignee dated contemporaneously herewith;

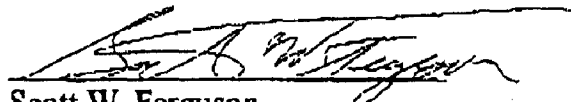
WHEREAS, Assignor and Assignee acknowledge that Assignor is withdrawing from the Partnership in accordance with the terms of the Agreement and that Julie W. Brandrup is being admitted as a partner of the Partnership simultaneously therewith;

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

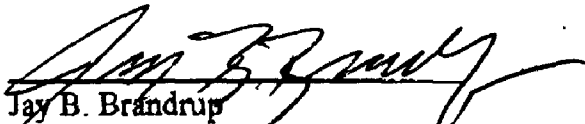
1. Assignment to Assignee. Assignor does hereby transfer, convey and assign to the Assignee a fifty percent (50%) partnership interest in the Partnership, constituting all of Assignor's interest in the Partnership and in its assets, and all of the financial rights and governance rights associated therewith, in consideration of the sum of One Dollar and no/100s (\$1.00) and other good and valuable consideration.
2. Amendment of Partnership Documents. Assignor acknowledges that upon the execution of this Assignment, he will be deemed to have withdrawn from the Partnership and that Julie W. Brandrup is simultaneously being admitted to the Partnership as a substituted partner. Assignor agrees to sign any type of partnership amendment or other authorizing resolution which memorializes that he has withdrawn from the Partnership and that a substitute partner has been admitted to the Partnership.
3. Governing Law. This Assignment shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama, applied without giving effect to any conflict-of-law principles.
4. Binding Effect. This Assignment shall be binding upon, and shall enure to the benefit of, Assignor and Assignee, together with their successors and assigns, and no other person shall acquire or have any right under or by virtue of this Assignment.

IN WITNESS HEREOF, the parties have executed and delivered this Assignment as of this
the 11th day of June, 2001.

ASSIGNOR:


Scott W. Ferguson

ASSIGNEE:


Jay B. Brandrup

WITNESSES
TRADEMARK

RECORDED: 05/03/2002

REEL: 002510 FRAME: 0229