

06-18-2002

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



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 6-3-02 SALES RESOURCE, INC. d/b/a RESOURCEONE.

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: 5/14/02

2. Name and address of receiving party(ies) Name: DAIRY VENTURES, INC.

Internal Address:

Street Address: 102A EXECUTIVE PARKWAY

City: ST. LOUIS State: MO Zip: 63141

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

75/539,831

75/881,472

B. Trademark Registration No.(s)

1,673,443

Additional number(s) attached Yes No

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

Name: JEFFREY L MICHELMAN

BRUMENFELD, KAPLAN & SANDWEISS

Internal Address:

Street Address: 168 N. MERAMEC AVE

City: ST. LOUIS State: MO Zip: 63105

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90

- Enclosed Authorized to be r

8. Deposit account number

06-03-2002 U.S. Patent & TMO/TM Mail Rpt Dt. #72

(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.

Jeffrey Michelman Name of Person Signing

Signature

Date

5/24/02

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

06/17/2002 LNUELLER 00000206 75539831

01 FC:481 02 FC:482

40.00 DP 50.00 DP

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

TRADEMARK REEL: 002527 FRAME: 0400

ASSIGNMENT OF TRADEMARKS

WHEREAS, **SALES RESOURCE, INC. d/b/a RESOURCE ONE**, a Missouri corporation having its principal business address at 1024 Executive Parkway, St. Louis, Missouri 63141 (hereinafter referred to as "Assignor"), is the owner of the trademark registrations and applications for the mark **AMERICAN VALUE** listed on Exhibit A attached hereto and incorporated herein by reference (said registration and applications being hereinafter referred to as the "Marks"); and

WHEREAS, **DAIRY VENTURES, INC.**, a Missouri corporation having its principal business address at 1024 Executive Parkway, St. Louis, Missouri 63141 (hereinafter referred to as "Assignee"), is the successor to the business connected with the Marks of Assignor, including the goodwill of the business connected with the Marks; is an ongoing concern; and is desirous of acquiring the entire right, title, and interest of Assignor in and to the Marks and the goodwill associated therewith; and

WHEREAS, Assignor is now, and has been since the date of its organization, a sister corporation to Assignee; and

WHEREAS, as a sister corporation to Assignee, Assignor granted to Assignee, as its successor to the business connected with the Marks, an oral license to make use of the Marks in connection with the goods and services which are the subject of the Marks.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, by these presents, does hereby sell, assign, and transfer unto Assignee all of its right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors and assigns, to the full end of the term for which said Marks are granted, together with all claims for damages by reason of past infringement of said Marks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns, or other legal representatives.

Assignor does hereby covenant and warrant that: (i) it is the owner of said Marks and has full right and title thereto and authority to sell, assign, and dispose of the same; (ii) it has not granted any right or license to use the Marks to anyone; (iii) prior to execution of this deed, Assignor's right, title, and interest in said Marks has not been otherwise encumbered; and (iv) it has not executed, and will not execute, any instrument in conflict herewith.

Assignor does hereby further covenant and agree with Assignee to execute and deliver such other and further instruments and take such other and further actions as may be reasonably necessary or appropriate to transfer said Marks, claims for damages by reason of past infringement, and right to sue and collect therefor to Assignee.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed
this 14 day of May, 2002.

SALES RESOURCE, INC.
d/b/a RESOURCE ONE

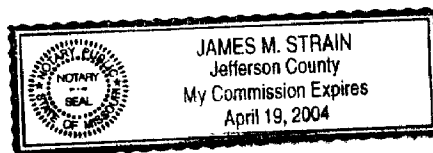
By: Edward A. Cuccio
Edward A. Cuccio, President

STATE OF Missouri)
) SS
COUNTY OF St. Louis)

On this 14 day of MAY, 2002, before me personally appeared Edward
A. Cuccio, who, being duly sworn, did say that he is the President of Sales Resource, Inc. d/b/a
Resource One; that he signed the foregoing on behalf of said corporation; and acknowledged the
foregoing to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed an official seal at
my office in the county and state aforesaid, the day and year first above written.

James M. Strain
Notary Public



My commission expires:

4/19/2004

EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS

Mark	Serial No.	Registration No.	Date Filed	Date Registered
AMERICAN VALUE (Stylized)	74/120,015	1,673,443	12/03/1990	01/28/1992
AMERICAN VALUE	75/539,831		08/20/1998	
AMERICAN VALUE	75/881,472		12/28/1999	

353197.WPD;

RECORDED: 06/03/2002

TRADEMARK
REEL: 002527 FRAME: 0403