

08-07-2002

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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): 8-2-02
Main Street Publishing Co., Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Riverside Industries
Internal
Address: _____
Street Address: 1161 East Marion Street,
City: Shelby State: NC Zip: 28150
 Individual(s) citizenship _____
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 02/21/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,530,838
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lisa Rosenburgh
Internal Address: Salans Hertzfeld Heilbronn
Christy & Viener
Street Address: 620 Fifth Avenue
City: New York State: NY Zip: 10020

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:
(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.
Lisa Rosenburgh [Signature] 7/23/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

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

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TRADEMARK
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TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

WHEREAS Main Street Publishing Co., Inc. (“Assignor”), a corporation of the State of New York with a principal office located at 450 7th Avenue #1701, New York, New York 10022, has adopted, used and is using and is the owner of the trademark REAL PEOPLE (“the Trademark”) and the registration for the mark REAL PEOPLE with the US Patent and Trademark Office, U.S. Registration No. 1,530,838 (for “the Registration”); and

WHEREAS Riverside Industries (“Assignee”), having an address at 1161 East Marion Street, #230, Shelby, North Carolina 28150, is desirous of acquiring the Trademark as well as the Registration therefor; and

WHEREAS Assignor represents, warrants and covenants to Assignee that:

1. Assignor has full power, right and authority to enter into this Agreement to transfer the rights, title and interests herein, to consummate the transactions contemplated hereby, and no other act, approval or proceedings on the part of Assignor is or will be required to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.
2. Assignor is the legal and beneficial owner of all right, title and interest in and to the Trademark and the Registration therefor, and has good title thereto, free and clear of any and all mortgages, liens, security interests, charges and other encumbrances, and that no other person or entity has or shall have any claim of ownership with respect to the Trademark or the Registration therefor.
3. Assignor has not previously assigned, transferred, conveyed, or otherwise encumbered any right, title or interest in the Trademark or the Registration therefor, and has not granted to any third party any license to use the Trademark in any manner, or any covenant not to sue for any such use of the Trademark.
4. No claim has been brought by any person or entity alleging that the Assignor’s use of the Trademark violates, infringes, or otherwise conflicts or interferes with any Trademark, service mark, copyright or any other intellectual property or proprietary right of any third party. No action has been taken or is pending to challenge rights to use or register the Trademark or the Registration therefor.
5. Assignor shall indemnify and hold harmless Assignee, and its successors, licensees and assigns, from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees, whether or not

litigation is commenced) arising from any breach or alleged breach of the representations, warranties, covenants and agreements made by Assignor herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign all right, title and interest in and to the Trademark and the Registration therefor, together with the good will of the business symbolized by the Trademark and with the right to recover damages and profits for past infringement, if any.

MAIN STREET PUBLISHING CO., INC.

By: Harry W. Workman 2/21/01
Name:
Title: Chairman