

09-26-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) 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): Parkway Research Corporation 9-23-02 Individual(s) Association General Partnership Limited Partnership Corporation-State Texas Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Brandt Consolidated, Inc. Internal Address: Street Address: Route 125, Box 277 City: Pleasant Plains State: Illinois Zip: 62677 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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: 24 January 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) {see attached list} Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Allen Hobbs Internal Address: Parkway Research, a div. of Brandt Consolidated, Inc. Street Address: 13802 Chrisman Road City: Houston State: Texas Zip: 77039

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: (Attach duplicate copy of this page if paying by deposit account)

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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. Allen Hobbs - Administrative Manager & Attorney-in-fact Name of Person Signing Signature 17 September 2002 Date

09/25/2002 DBYRME 00000024 2573878 40.00 275.00

Total number of pages including cover sheet, attachments, and document: 4 All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Continuation / Detail of item 4 - List of Registrations being assigned

<b>Trademark</b>	<b>Reg No.</b>	<b>Ser. No.</b>
Counterfeit	2573878	78-055372
Loch Ness	2576307	78-055381
Generation	1872127	74-396274
Seduction	1822172	74-396273
True Grit	1889108	74-432495
Blue Lagoon	1891567	74-432499
52 Pick Up	1647140	74-066600
Big Foot	1579694	73-803258
Consan	0753137	72-140031
Neo-Tec	2502142	78-014555
Water-In	0860377	72-278328
Water-In	1545061	73-756824

page 2 of 4

## ASSIGNMENT

PARKWAY RESEARCH CORPORATION, a Texas corporation ("Seller" for and in consideration of the agreements made by and between Seller and BRANDT CONSOLIDATED, INC., a Delaware corporation (Purchaser") in a certain Asset Purchase and Sale Agreement dated January 24, 2002, and in consideration of the purchase price allocated therein for the assets transferred hereby, the receipt of which is hereby acknowledged, does hereby assign, transfer and deliver to said Purchaser the accounts receivable and other intangible assets shown on Exhibits A-1, A-4 and A-5 attached hereto and made a part hereof by reference.

*TO HAVE AND TO HOLD* said assets into said Purchaser, its successors and assigns, to and for its own use forever. Seller covenants and warrants that it is the true and lawful owner of the aforesaid assets, free and clear of all encumbrances and has full power, right and lawful authority to dispose of said assets in the manner aforesaid and that it will warrant and defend the same in the quiet and peaceful possession of Purchaser, its successors and assigns, forever, against all persons lawfully claiming the same, or any part thereof. If additional documentation shall be necessary to effectuate full and complete transfer of ownership of the assets assigned herein, Seller agrees to make and execute same.

*IN WITNESS WHEREOF*, Seller, pursuant to authority granted by its Shareholders and Board of Directors, has hereunto set its hand and seal this 24 day of January, 2002.

PARKWAY RESEARCH CORPORATION,  
a Texas corporation,

By: \_\_\_\_\_

  
Raymond Kimmel  
President

page 3 of 4

TRADEMARK  
REEL: 2588 FRAME: 0152

Trademark	Reg No.	Ser. No.	Method	Type	Design Code	Dates				Date	Last Action	Next Date	Next Action		Reg Age	Next Age	
						First Use	Filed	Registered	Published				Form	Fee			
Manni-Tek		78-068337	1(a)	Words only		2001-2-1	2001-3-27			2001-3-27	refused	1903-12-31	Sect 8 & 15 Use & Incontestability	1583	\$ 300	0.0	5
Counterfeit		78-055372	1(a)	Words only		2001-2-1	2001-3-27			2001-3-27	Registered	1803-12-31	Sect 8 & 15 Use & Incontestability	1583	\$ 300	0.0	5
Loch Ness		78-055381	yes	Words only		2001-2-1	2001-3-27			2001-3-27	Registered	1903-12-31	Sect 8 & 15 Use & Incontestability	1583	\$ 300	0.0	5
Generation	1872127	74-386274	yes	Words only		1993-2-11	1993-6-1	1995-1-10	1994-10-18	2000-9-11	Sect 8 accep., Sec 15 ack.	2005-1-10	Sect 9 Renewal & Sect 8 Use	1983	\$ 500	7.0	10
Seduction	1822172	74-396273	yes	Words only		1992-9-10	1993-6-1	1994-2-22	1993-11-30	2000-5-3	Med Sec 8 & Sect 15	2004-2-22	Sect 9 Renewal & Sect 8 Use	1983	\$ 500	7.9	10
True Grit	1889108	74-432495	yes	Words only		1993-9-30	1993-9-7	1995-4-11	1994-3-29	2001-2-13	Sect 8 accep., Sec 15 ack.	2005-4-11	Sect 9 Renewal & Sect 8 Use	1983	\$ 500	6.8	10
Blue Lagoon	1891567	74-432499	yes	Words only		1994-10-31	1993-9-7	1995-4-25	1994-4-12	2000-9-11	Sect 8 accep., Sec 15 ack.	2005-4-25	Sect 9 Renewal & Sect 8 Use	1983	\$ 500	6.7	10
52 Pick Up	1647140	74-086800	yes	Words only		1989-3-1	1990-6-7	1991-6-11	1991-3-19	1997-6-13	Sect 8 byr accep., Sec 15 ack.	2011-6-11	Sect 9 Renewal & Sect 8 Use	1983	\$ 500	10.6	20
Big Foot	1579694	73-803258	yes	Words only		1988-9-13	1989-5-30	1990-1-30	1989-11-7	1999-12-15	mailed Sec 8 & Sect 9	2010-1-30	Sect 9 Renewal & Sect 8 Use	1983	\$ 500	12.0	20
Conson	0753137	72-140031	1(a)	Words only		1961-12-2	1962-3-16	1963-7-23		1999-12-15	ownership change	2003-7-23	Sect 9 Renewal & Sect 8 Use	1983	\$ 500	38.5	40
Neo-Tec	2502142	78-014555		Words only		1999-1-7	2000-6-27	2001-10-30	2001-8-7	2001-10-30	Registered	2006-10-30	Sect 8 & 15 Use & Incontestability	1583	\$ 300	0.2	5
Water-In	0860377	72-278328	1(a)	Design+words	241525		1967-4-15	1968-11-19		2001-11-20	ownership change	2008-11-19	Sect 8 Renewal & Sect 8 Use	1983	\$ 500	33.2	40
Water-In	1545061	73-756824	1(a)	Design+words	241525		1988-10-11	1989-6-27	1989-4-4	2001-11-20	ownership change	2009-6-27	Sect 8 Renewal & Sect 8 Use	1983	\$ 500	12.6	20
Herbi-Glue	1644150	74-068584	yes	Words only		1990-1-1	1990-6-7	1991-5-14	1991-2-18	2001-8-14	non renewed						
Ag-Trak	1646554	74-068586	yes	Words only		1988-7-20	1990-6-7	1991-6-4	1991-3-12	2001-6-14	non renewed						
Wet Foot	1717297	74-187772															
Eco Trol	dead																
Star Golf Supply	dead	75-599424	yes	Words only			1998-12-4			1999-7-9	non-final action	2000-1-5	no response, so lapses			0.0	5