

10-07-2002

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



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

102242999 ▼ ▼ ▼

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

1. Name of conveying party(ies):

DMD Industries, Inc.

10/3/02

- 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: Distinct Marketing Designs, Inc.

Internal

Address: _____

Street Address: 2300 S. Old Missouri Road

City: Springdale State: AR Zip: 72764

- 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

OFFICE OF PUBLISHED RECORDS
2002 OCT -3 AM 9:30
FINANCE SECTION

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: August 1, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2196075 and 2181955

Additional number(s) attached Yes No

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

Name: Michael C. Polentz, Esq.

Internal Address: _____

Miller, Starr & Regalia

Street Address: 545 Middlefield Rd., Ste. 200

City: Menlo Park State: CA Zip: 94025

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Michael C. Polentz

Name of Person Signing

Signature

September 26, 2002

Date

4

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

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

10/07/2002 AMMED1 00000006 2196075

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002593 FRAME: 0660

PROPRIETARY RIGHTS ASSIGNMENT

THIS PROPRIETARY RIGHTS ASSIGNMENT (this "Assignment") is dated and effective as Aug. 1, 2002 (the "Closing Date"), by and between DISTINCT MARKETING DESIGNS, INC., a Delaware corporation ("Assignee"), and DMD INDUSTRIES, INC., an Arkansas corporation ("Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of July 11, 2002 (the "Purchase Agreement"). Except as otherwise specifically defined herein, all initially-capitalized terms herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignment. Effective as of the Closing Date, Assignor does hereby fully and forever grant, sell, assign, transfer and deliver to Assignee, free and clear of all Encumbrances, all of Assignor's right, title and interest in, to and under all Intangible Property (defined below) owned or held by Assignor or issued to or licensed to Assignor, along with all income, royalties, damages or payments due or payable at the Closing or thereafter (including, without limitation, damages and payments for past or future infringements or misappropriations thereof) and Assignor's right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world (all of the foregoing is collectively referred to herein as the "Proprietary Rights"). As used herein, "Intangible Property" means and includes:

(a) All patents, patent applications, patent disclosures, patent licenses, and inventions (whether or not patentable and whether or not reduced to practice) and any reissues, continuations, continuations-in-part, revisions, extensions or reexaminations thereof, and all registrations, applications and renewals for any of the foregoing;

(b) All trademarks (including, but not limited to, those listed on Schedule "1" hereto), trademark licenses, service marks, certification marks, trade dress, trade styles, logos, trade names and corporate names together with all goodwill associated therewith (including the use of the current corporate name and trade names and all translations, adaptations, derivations and combinations of the foregoing), and all registrations, applications and renewals for any of the foregoing;

(c) All copyrights, copyright licenses, copyrightable works, and mask works, and all registrations, applications and renewals for any of the foregoing;

(d) All proprietary information, trade secrets (common law or statutory) and confidential information (including, without limitation, ideas, formulae, compositions, know-how, manufacturing and production processes and techniques, research and development

information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information);

(e) All computer software (including, without limitation, data, data bases, systems and related documentation);

(f) All other proprietary rights and intangible assets or property used in the operation of the Business and/or any of the other Transferred Assets;

(g) All machinery and equipment warranties relating to the Transferred Assets; and

(h) All copies and tangible embodiments of all of the above (in whatever form or medium), in each case including, without limitation, the items set forth on Schedule "1" hereto.

2. Conflict. If there is any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will prevail.

3. Further Assurances. Assignor and Assignee agree to execute and deliver such further instruments, agreements and assurances, as may be reasonably requested by the other, to evidence and provide for the assignment of Proprietary Rights as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNEE:

DISTINCT MARKETING DESIGNS, INC., a Delaware corporation

By: 

Name: Howard Cohen

Its: Vice President

ASSIGNOR:

DMD INDUSTRIES, INC., an Arkansas corporation

By: 

Name: Randall Meier

Its: President

SCHEDULE "1"

TRADEMARKS

1. DMD Industries, Inc.:

- (a) Mark: "Paper Reflections"
Registration Date: August 18, 1998
Registration No.: 2181955

2. MPR Associates, Inc.

- (a) Mark: "MPR's Paperibilities"
Registration Date: October 13, 1998
Registration No.: 2196075

- (b) Mark: "Paper Ribbons Fashioned by Hand With Creative Twist"
Filing Date: February 16, 1988
Serial No.: 73711667
Status: Abandoned (October 28, 1988)