

RE
TI

10-11-2002

Docket No.:



Tab settings

To the Honorable Commissioner of Patents and Trademarks, 102247117, and original documents or copy thereof.

1. Name of conveying party(ies):
Pryor Resources, Inc. 2002 OCT -7 AM 9:30
10-7-02 FINANCE SECTION

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **FPS Acquisition Corp.**
Internal Address: _____
Street Address: **9757 Metcalf Avenue**
City: **Overland Park** State: **KS** ZIP: **66212**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Kansas**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **October 5, 2001**

4. Application number(s) or registration numbers(s):
A. Trademark Application No.(s)
Additional numbers Yes No

B. Trademark Registration No.(s)
1,386,325 **1,398,926**

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Thomas H. Van Hoozer**
Internal Address: _____
Street Address: **2405 Grand Boulevard, Suite 400**
City: **Kansas City** State: **KS** ZIP: **64108**

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:
19-0552

10/10/2002 GT0N11 00000084 1386325
01 FC:481 40.00 DP
02 FD:482 25.00 DP

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.

Thomas H. Van Hoozer *Thomas H. Van Hoozer* _____
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and



Page 2 of Recordation Form Cover Sheet

Trademarks Only

1. Particulars of Assignment

As Assignment has been recorded in the Trademark Office on November 23, 2001.

Reel: 2400

Frame: 0622

_____ The original recordation document along with the original assignment as amended on February 7, 2002.

2. Typographical Error in Recorded Assignment Document

A. The mark READING DYNAMICS, Reg. No. 1,398,926, was incorrectly identified on the recorded assignment document as 1,389,926. On February 7, 2002, the Assignor corrected the original document, so that the trademark's registration number is now identified as 1,398,926.

B. The mark CAREERTRACK CAREERSTORE, Reg. No. 1,386,325, was incorrectly identified as "CAREERTRACK." On February 7, 2002, the Assignor corrected the original document, so that the trademark is now identified as -- CAREERTRACK CAREERSTORE --.

3. Corrected original assignment document

RERECORD ASSIGNMENT 2400-0622

TRADEMARK
REEL: 002597 FRAME: 0138

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):

Pryor Resources, Inc.

11.23.01

- Individual(s)
- General Partnership
- Corporation-State **Kansas**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **FPS Acquisition Corp.**

Internal Address:

Street Address: **9757 Metcalf Avenue**

City: **Overland Park** State: **KS** ZIP: **66212**

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

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

Execution Date: **October 5, 2001**

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

A. Trademark Application No.(s)

75/853,085

B. Trademark Registration No.(s)

1,295,077	1,389,926	1,450,098
1,386,325	1,401,622	1,466,749
1,389,835	1,488,437	1,511,851

Additional numbers Yes No

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

Name: **Thomas H. Van Hoozer**

Internal Address:

Street Address: **2405 Grand Boulevard**

City: **Kansas City** State: **MO** ZIP: **64108**

6. Total number of applications and registrations involved: **18**

7. Total fee (37 CFR 3.41): \$ **\$720.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-0522



U.S. Patent & TMO/TM Mail Rcpt Dt. #34

11/29/2001 **DBYRNE** 00000123 75853085

DO NOT USE THIS SPACE

01 FC:481 40.00 00
02 FC:482 425.00 00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document.

Thomas H. Van Hoozer

Name of Person Signing

Thomas H. Van Hoozer
Signature

November 16, 2001
Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

Trademark Registration Numbers Continued

1,565,552

1,735,879

1,740,293

1,804,387

2,049,081

2,050,829

2,061,012

2,300,974

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“ASSIGNMENT”) is made and entered into as of this 5th day of October, 2001, by and between Pryor Resources, Inc., a Kansas corporation with its principal offices at 9757 Metcalf Ave., Overland Park, Kansas 66212 (“Assignor”) and FPS Acquisition Corp., a Kansas corporation having its principal office at 9757 Metcalf Ave., Overland Park, Kansas 66212 (“Assignee”).

WHEREAS, Assignor owns, has adopted, and used the marks identified on Schedule A attached hereto (the “Marks”), and is the owner of all worldwide right, title and interest in and to the registrations and applications for registration for the Marks, including, but not limited to, the good will of the business associated with said Marks (collectively the “Trademark Assets”); and

WHEREAS, Assignor filed a voluntary Chapter 11 Petition under the bankruptcy laws of the United States, 11 U.S.C. §§ 101 et. seq., in the United States Bankruptcy Court for the District of Delaware, Case No. 01-2500(JJF) (the “Bankruptcy Case”); and

WHEREAS, the Court in the Bankruptcy Case has approved the Asset Purchase Agreement providing for the sale and transfer of substantially all of the assets of the business to which the Marks pertain, including, *inter alia*, the Trademark Assets from Assignor to Assignee as set forth in the Order Pursuant to Sections 105(a), 363, and 1146(c) of the Bankruptcy Code (i) Authorizing the Sale of Certain of the Debtor’s Assets Free and Clear of Liens, Claims, Encumbrances and Interests; and (ii) Approving Asset Purchase Agreement of September 28, 2001 (the “Asset Sale Order”).

NOW, THEREFORE, in consideration of the payments to be made under the Asset Purchase Agreement and the Asset Sale Order, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its worldwide right, title, and interest, in and to any trademarks heretofore used and adopted by Assignor, including without limitation the Trademark Assets including the Marks listed in Schedule A, together with any and all of the goodwill of the business symbolized by and associated therewith, and all of the registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of September 28, 2001, or thereafter, including, without limitation, all claims damages by reason of past, present or future infringement or other unauthorized use of Assignor’s trademarks including, without limitation, the Marks listed in Schedule A, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee’s expense, take all further actions, and provide to Assignee,

Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations with respect thereto, the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the use, registration, transfer and/or assignment of the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereinafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date set forth above.

PRYOR RESOURCES, INC.

FPS ACQUISITION CORP.

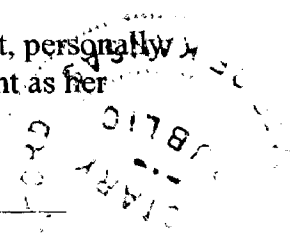
By Lauren F. Wright
Lauren F. Wright, President

By Michael B. Hays
Michael B. Hays, President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this 5th day of October, 2001 there appeared before me Lauren F. Wright, personally known to me, who acknowledged that she signed the foregoing Trademark Assignment as her voluntary act and deed on behalf and with the full authority of Pryor Resources, Inc.

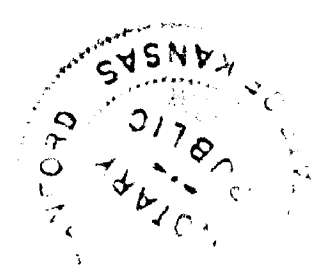
[Signature]
Notary Public
12-22-01



STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

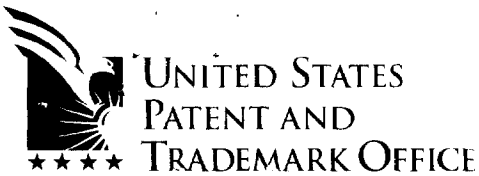
On this 5th day of October, 2001 there appeared before me Michael B. Hays, personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with the full authority of FPS Acquisition Corp.

[Signature]
Notary Public
12-22-01



SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>
CAREERTRACK	1,295,077
CAREERTRACK <i>Careerstore LFWright 2-7-02</i>	1,386,325
EVELYN WOOD READING DYNAMICS and design	1,389,835
READING DYNAMICS	1,389,926 <i>1398926</i>
EVELYN WOOD	1,401,622 <i>LFWright 2-7-02</i>
DESIGN (person reading book)	1,448,437
DESIGN (person reading book)	1,450,098
FREQUENT PRYOR CLUB	1,466,749
CAREERTRACK	1,551,851
CAREERTRACK	1,565,552
THE EXCEPTIONAL ASSISTANT	1,735,879
FRED PRYOR	1,740,293
EVELYN WOOD STUDY DYNAMICS	1,804,387
IN A PINCH	2,049,081
IN A PINCH (and design)	2,050,829
WELCOME TO THE TRAINING CENTER OF THE WORLD WIDE WEB	2,061,012
TELECARE	2,300,974
<u>Mark</u>	<u>Application No.</u>
EVELYN WOOD STUDY DYNAMICS	75/853,085



RECEIVED

HOVEY WILLIAMS LLP

JANUARY 22, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

THOMAS H. VAN HOOZER
2405 GRAND BOULEVARD
KANSAS CITY, MO 64108



101904260A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/23/2001

REEL/FRAME: 002400/0622
NUMBER OF PAGES: 5

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

ASSIGNOR:

PRYOR RESOURCES, INC.

DOC DATE: 10/05/2001
CITIZENSHIP: KANSAS
ENTITY: CORPORATION

ASSIGNEE:

FPS ACQUISITION CORP.
9757 METCALF AVENUE
OVERLAND PARK, KANSAS 66212

CITIZENSHIP: KANSAS
ENTITY: CORPORATION

APPLICATION NUMBER: 75853085
REGISTRATION NUMBER:

FILING DATE: 11/19/1999
ISSUE DATE:

MARK: EVELYN WOOD STUDY DYNAMICS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73442708
REGISTRATION NUMBER: 1295077

FILING DATE: 09/06/1983
ISSUE DATE: 09/11/1984

MARK: CAREERTRACK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73516864
REGISTRATION NUMBER: 1386325

FILING DATE: 01/10/1985
ISSUE DATE: 03/11/1986

MARK: CAREERTRACK CAREERSTORE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73504127
REGISTRATION NUMBER: 1389835

FILING DATE: 10/16/1984
ISSUE DATE: 04/15/1986

MARK: EVELYN WOOD READING DYNAMICS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73536572
REGISTRATION NUMBER: 1389926

FILING DATE: 05/09/1985
ISSUE DATE: 04/15/1986

MARK: THE FAIRFAX
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73564629
REGISTRATION NUMBER: 1401622

FILING DATE: 10/23/1985
ISSUE DATE: 07/15/1986

MARK: EVELYN WOOD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73649696
REGISTRATION NUMBER: 1488437

FILING DATE: 03/16/1987
ISSUE DATE: 05/17/1988

MARK: MAVIN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73626346
REGISTRATION NUMBER: 1450098

FILING DATE: 10/22/1986
ISSUE DATE: 07/28/1987

MARK:
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 73650126
REGISTRATION NUMBER: 1466749

FILING DATE: 03/19/1987
ISSUE DATE: 11/24/1987

MARK: FREQUENT PRYOR CLUB
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73705295
REGISTRATION NUMBER: 1511851

FILING DATE: 01/12/1988
ISSUE DATE: 11/08/1988

MARK: BEACH BEAT HAWAII
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73695792
REGISTRATION NUMBER: 1565552

FILING DATE: 11/16/1987
ISSUE DATE: 11/14/1989

MARK: CAREERTRACK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM