



102262152

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

1. Name of Conveying Party(ies): 10-2-02
 St. Paul Vulcans, Incorporated
 3415 University Avenue
 St. Paul, MN 55114

Type of Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Minnesota
 Other _____

2. Name and Address of Receiving Party(ies):
 Name: Vulcan Inc.
 Internal Address: 505 Union Station, Suite 900
 Street Address: 505 Fifth Avenue South
 City: Seattle State: WA Zip: 98104

Type of Entity:
 Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Washington
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: YES NO
 (Designations must be 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: September 6, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application Number(s):

B. Trademark Registration No.(s):
2,046,161 and 2,090,961

Additional numbers attached? YES NO

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

Name: *Nancy V. Stephens*
 Internal Address: *Foster Pepper & Shefelman PLLC
 1111 Third Avenue, Suite 3400
 Seattle, Washington 98101*

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65
 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.

NANCY V. STEPHENS
 Name of Person Signing

Signature

9/28/02
 Date

10/28/2002 DBYRME 00000007 2046161
 01 FC:8521 40.00 DP
 02 FC:8522 25.00 DP

TRADEMARK ASSIGNMENT

This Agreement is by and between St. Paul Vulcans, Incorporated ("Assignor") and Vulcan Inc. ("Assignee").

WHEREAS, Assignor, is the owner of the trademark VULCANS and the VULCANS DESIGN (depicted in the record information for federal registration no. 2,090,961 below) and all federal, state, common law rights and goodwill associated therewith ("the Trademarks"). Assignor has two registrations for the Trademarks with the United States Patent and Trademark Office with Registration Nos. 2,090,961 and 2,046,161. The details of the registrations are as follows:



Mark..... (Design only)
Status Registered
Status Date Aug 26, 1997
Register Principal
Serial No. 75-126327
Registration No. 2090961

Int'l Class 25 - Clothing
Goods/Services CLOTHING, NAMELY, HATS, T-SHIRTS, SWEAT SHIRTS, GOLF SHIRTS
U.S. Class 22, 39
1st Use Dec 7, 1973
Commerce Use Dec 7, 1973

Int'l Class 28 - Toys and Sporting Goods
Goods/Services HOCKEY PUCKS
U.S. Class 22, 23, 38, 50
1st Use Dec 7, 1973
Commerce Use Dec 7, 1973

Int'l Class 41 - Education and Entertainment

Goods/Services ENTERTAINMENT SERVICES, NAMELY, CONDUCTING AND PLAYING COMPETITIVE HOCKEY GAMES
U.S. Class 100, 101, 107
1st Use Dec 7, 1973
Commerce Use Dec 7, 1973

Filing Date Jun 28, 1996
Published Dec 24, 1996
Registered Aug 26, 1997

Design Codes 020133 - Men, grotesque
040105 - Heads of devils or other personages

Correspondent MICHAEL G. VOORHEES
ZARLEY, MCKEE, THOMTE, VOORHEES & SEASE
801 GRAND AVENUE - SUITE 3200
DES MOINES, IA 50309-2721

Applicant ST. PAUL VULCANS, INCORPORATED (MN CORP.)
3415 UNIVERSITY AVENUE
SAINT PAUL, MN 55114

Registrant ST. PAUL VULCANS, INCORPORATED (MN CORP.)
3415 UNIVERSITY AVENUE
SAINT PAUL, MN 55114

Mark VULCANS

Status Registered
Status Date Mar 18, 1997
Register Principal

Serial No. 75-126326
Registration No. 2046161

Int'l Class 25 - Clothing
Goods/Services CLOTHING, NAMELY, HATS, T-SHIRTS, SWEAT SHIRTS, GOLF SHIRTS
U.S. Class 22, 39
1st Use Dec 7, 1973
Commerce Use Dec 7, 1973

Int'l Class 28 - Toys and Sporting Goods
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Registrant ST. PAUL VULCANS, INCORPORATED (MN CORP.)
3415 UNIVERSITY AVENUE
SAINT PAUL, MN 55114

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. **Assignment**. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.

2. **Consideration**. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00, payable on July 26, 2002.

3. **Representations and Warranties**. Assignor represents and warrants that it has the right, power and authority to enter into this Agreement and is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks.

4. **Entire Agreement**. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment**. This Agreement may be amended only by a writing signed by both parties.

6. **Severability**. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. Assignor agrees to assist the Assignee as necessary in processing state and federal trademark applications for the Trademarks.

8. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Washington.

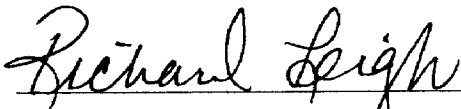
Date: September 6, 2002

ASSIGNEE

ASSIGNOR

VULCAN INC.

ST. PAUL VULCANS, INCORPORATED





By: RICHARD LEIGH

By: Stanley E. Hubbard

Its: VICE PRESIDENT

Its: President

State of Minnesota)
) ss.
County of Hennepin)

On this date before me, a Notary Public, personally appeared Stanley E. Hubbard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Dated this 6th day of September, 2002.

Doris M. Letendre
(Signature of Notary)

Doris M. Letendre
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Minnesota,
residing at White Bear Lake, MN

My appointment expires 1-31-05

