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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Jay Cavender, Inc. 11-26-02  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State - Ohio  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: JLJ, Inc.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 4656 Wilmington Pike  
City: Dayton State: OH Zip: 45440  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Ohio  
 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: Nov. 22, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s) 2,590,010  
Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Stephen A. Soffen  
Internal Address: Dickstein Shapiro Morin & Oshinsky, LLP  
Street Address: 2101 L Street, N.W.  
City: Washington State: DC Zip: 20037

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.*  
Stephen A. Soffen November 26, 2002  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK  
REEL: 002628 FRAME: 0114

**CONFIRMATORY TRADEMARK ASSIGNMENT**

**(U.S. Trademark)**

WHEREAS, with reference to the Release and Settlement Agreement (the "Agreement") dated April 4, 2002 by and among Jay Cavender, Inc., an Ohio corporation with offices at 185 Eleanor Drive, Springboro, Ohio 45066, and J. T. Cavender, an individual residing at 185 Eleanor Drive, Springboro, Ohio 45066, (collectively "Cavender"), JLJ, Inc. ("JLJ"), an Ohio corporation with offices at 4656 Wilmington Pike, Dayton, Ohio 45440, and John L. Janning, an individual residing at 332 Vindale Drive, Dayton, Ohio 45440, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the undersigned acknowledge and agree that it was the intent of the undersigned that pursuant to the Agreement, JLJ (and not JIJ and John L. Janning, jointly) acquire, and that JLJ did acquire, all of Cavender's right, title and interest in and to the United States trademark STAY LIT and the U.S. Trademark Registration No. 2,590,010, issued July 2, 2002, and the U.S. Trademark Application No. 75/548,815, filed September 8, 1998 on which the registration is based (collectively, the "Trademark").

NOW, THEREFORE, for good and valuable consideration provided by JLJ, the receipt and sufficiency of which is hereby acknowledged and agreed, Cavender does hereby confirm that it has contributed, conveyed, assigned, and transferred to JLJ and does hereby contribute, convey, assign, and transfer to JLJ, *nunc pro tunc* as of April 4, 2002, all of its right, title and interest in and to the Trademark together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, including any and all rights of recovery based on past infringement of the Trademark, the same to be held and enjoyed by JLJ, its successors and assigns, forever and to the full end of the term for which the Trademark is registered and any renewals of the term thereof.

JLJ, INC.

By: John L. Janning 11-22-02  
John L. Janning Date  
President

JAY CAVENDER, INC.

By: J. T. Cavender 11/22/02  
J. T. Cavender Date  
President

John L. Janning 11-22-02  
John L. Janning Date  
Individually

J. T. Cavender 11/22/02  
J. T. Cavender Date  
Individually

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