

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0127 (exp 5/31/2002)



SHEET Y

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

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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):

Angeles Group, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State of Missouri, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 27, 2002

2. Name and address of receiving party(ies)

Name: AGI, LLC

Internal Address:

Street Address: 9 Capper Drive

City: Pacific State: Missouri Zip: 63069

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other a Limited Liability Company of the State of Missouri

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule A

Additional number(s) attached Yes No

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

Name: Charles J. Meyer

Internal Address: Woodard, Emhardt, Naughton, Moriarty & McNett LLP

Street Address: Bank One Center/Tower, 111 Monument Circle, Suite 3700

City: Indianapolis State: Indiana Zip: 46204

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41) \$ 600.00

- 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.

Charles J. Meyer Name of Person Signing

Signature

December 10, 2002 Date

Total number of pages including cover sheet, attachments, and document: 4

01/06/2003 LNWELLER 00000256 2605999

Mail documents to be recorded with required cover sheet information to: 7278-1:CJM:193747:jj Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 02 FC:8522

40.00 DP 350.00 DP

Refund Ref: 01/06/2003 LNWELLER 0000123423 CHECK Refund Total: \$210.00

Schedule A

Trademarks

<u>Registration Number</u>	<u>Date Registered</u>	<u>Mark</u>
2,605,599	08/06/02	ANGELES BASIC
2,423,362	01/23/01	SILVERRIDER
1,933,980	11/07/95	REGGIO EMELIA
1,897,533	06/06/95	BASE FURNITURE LINE AND DESIGN
1,813,744	12/28/93	SOF-TEX
1,729,410	11/03/92	ANGELES GROUP AND DESIGN
1,708,223	08/18/92	PUTAWAY PROP
1,690,991	06/02/92	PLAYHOUSE PROP
1,630,880	01/08/91	ANGELS REST
1,550,889	08/08/89	BYE BYE BUGGY
1,502,120	08/30/88	2 X 4
1,514,718	11/29/88	TRIKE TOWN
1,495,246	07/05/88	TRIKE STOP
1,510,270	10/25/88	CONVERT-ABLE
1,477,877	02/23/88	ANGELES AND DESIGN

NUNC PRO TUNC ASSIGNMENT

WHEREAS, Angeles Group, Inc., a corporation of the State of Missouri, having a principal place of business at 9 Capper Drive, Pacific, MO 63069, hereinafter referred to as Assignor, was on or about December 10, 2001, the owner of the trademark properties listed on Schedule A attached hereto; and

WHEREAS, said marks, together with the goodwill of the business symbolized by said marks, were duly sold, assigned, and transferred on or about December 10, 2001, to AGI, LLC, hereinafter referred to as Assignee, a limited liability company of the State of Missouri, having a principal place of business at 9 Capper Drive, Pacific, MO 63069, as part of an Asset Purchase Agreement; and

WHEREAS, it is desired to confirm the aforesaid sale, assignment, and transfer of said marks, and the goodwill of the business symbolized by the marks, and to make the same a matter of record in the United States Patent and Trademark Office:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

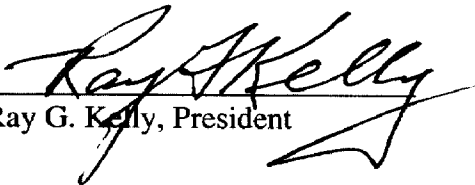
Be it known that for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, said Angeles Group, Inc. hereby acknowledges as of December 10, 2001, the aforesaid sale, assignment, and transfer, and by these presents does sell, assign, and transfer unto AGI, LLC, the entire right, title, and interest in and to the trademark registrations listed on the attached Schedule A, together with the goodwill of the business symbolized by said marks, and together with all rights of action, in law or in equity, for any past or future infringement thereof.

SAID marks, registrations, their applications, all associated goodwill, and future registrations are to be held and enjoyed by AGI, LLC for its own use and benefit and for its successors and assigns all rights and privileges thereto as fully and entirely as the same would have been held by Angeles Group, Inc. if this assignment and sale had not been made.

This assignment shall be, and is hereby made, effective *nunc pro tunc* as of December 10, 2001.

WITNESS Assignor's hand this 27th day of November, 2002.

ANGELES GROUP, INC.

By 
Ray G. Kelly, President

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

Appeared before me this 27th day of November, 2002, Ray G. Kelly, who executed the foregoing assignment in my presence and who affirmed to me his authority to execute such assignment.


Notary Public

SHARON A. TURNBOUGH
NOTARY PUBLIC STATE OF MISSOURI
MY COMMISSION EXPIRES AUG. 24, 2003