

02-10-2003



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

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

102361580

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

1. Name of conveying party(ies):  
Wells Fargo & Company

2-6-03

Individual(s)       Association

General Partnership       Limited Partnership

Corporation      Delaware

Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: ATC Realty Fifteen, Inc.  
Internal  
Address: c/o Wells Fargo & Company

Street Address: 333 South Grand Avenue

City: Los Angeles      State: CA      Zip: 90071

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation      California

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      Confirmation of Assignment

Execution Date: January 30, 2003

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

B. Trademark Registration No.(s) 2,588,951  
2,565,662  
 Yes       No

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

Name: Lori Krafte

Internal Address: 2800 Chemed Center

Street Address: 255 East Fifth Street

City: Cincinnati      State: OH      Zip: 45202

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

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 50-0976

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Lori Krafte      *Lori Krafte*      1/31/03

Name of Person Signing      Signature      Date

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

OFFICE OF PATENT & TRADEMARKS  
FINANCE  
2003 FEB -6 AM 9:03

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

02/07/2003 6TOM11 00000115 500976 2588951  
01 FC:8521 5640860 CH  
02 FC:8522 25.00 CH

TRADEMARK  
REEL: 002667 FRAME: 0266

**ASSIGNMENT BY ASSIGNOR**  
**Of U.S. Trademark Registrations and Applications**

WHEREAS, the undersigned, *Wells Fargo & Company, a Delaware corporation* (hereinafter ASSIGNOR), is the owner of record of the following U.S. trademark registrations and applications:

<b>Trademark</b>	<b>Int'l Class</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
INNOVENTRY	009	2,523,095	Dec. 25, 2001
RPM	009	2,588,951	July 2, 2002
RPM	036	2,565,622	April 30, 2002
<b>Trademark</b>	<b>Int'l Class</b>	<b>Serial No.</b>	<b>Reg. Date</b>
RPM	036	76/116,206	Pending
RPM	035	76/116,207	Pending
RPM	009	75/884,149	Pending

WHEREAS, *ATC Realty Fifteen, Inc.* (hereinafter ASSIGNEE), a corporation duly organized and existing under the laws of the State of California and having its principal office and place of business at *333 S. Grand Avenue, Suite 940, Los Angeles, California 90071* has previously acquired from ASSIGNOR an interest therein and desires to record said interest therein;

\* \* \*

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR hereby confirms its October 2002 assignment of the above-identified marks pursuant to a previously-executed agreement between ASSIGNOR and ASSIGNEE, whereby ASSIGNOR did assign and transfer to ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest to and under each said trademark registration and application listed above, together with the goodwill of the business connected with the use of and symbolized by the same, and including without limitation all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.