

Form PTO-1594
(Rev. 03/01)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

MARK D. BURKE

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

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

3. Nature of conveyance:

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

May 23, 2003

Execution Date:

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

Name: **CCA GLOBAL PARTNERS, INC.**

Internal Address: _____

Street

Address: **4301 Earth City Expressway**

City: **Earth City** State: **MO** Zip: **63045**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____

Corporation-State: **Delaware**

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,645,004

Additional number(s) attached Yes No

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

Name: **Sherry G. Hanlon**

Internal Address:

Blackwell Sanders Peper Martin

Street Address: **720 Olive Street - 24th Floor**

City: **St. Louis** State: **MO** Zip: **63101**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ **40.00**

Enclosed

Authorized to be charged to deposit account 11-0160

If insufficient, please debit Deposit Account Number

8. Deposit account number: **11-0160**

(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.

Sherry G. Hanlon

Name of Person Signing

Signature

6/18/03

Date

Total number of pages including cover sheet, attachments and documents

3

712902 380

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

STLD01-1016231-1

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TRADEMARK
REEL: 002671 FRAME: 0764

CH \$40.00 110160 2645004

ASSIGNMENT OF TRADEMARK RIGHTS

This ASSIGNMENT OF TRADEMARK RIGHTS is made and entered into as of this ^{12th} day of May, 2003 by and between Mark D. Burke, an individual ("Burke" or "Assignor"), with a principal address of 5677 Boeing Drive, Loveland, Colorado 80538, and CCA Global Partners, Inc., ("CCA" or "Assignee") with a principal business address of 4301 Earth City Expressway, Earth City, MO 63045-1334.

WHEREAS, the parties hereto have entered into an agreement whereby Burke agreed to sell and assign the trademark TUXEDO AMERICA "Top Ten Tuxedo Companies" (the "Tuxedo America mark" or "the Mark"); and

WHEREAS, CCA is desirous of acquiring any and all trademark rights of Burke in and to the Mark;

NOW, THEREFORE, in consideration of the premises stated above which are incorporated herein as if fully set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignment of Rights. Burke hereby assigns, transfers and conveys to CCA all right, title and interest he has or may have in and to the mark TUXEDO AMERICA "Top Ten Tuxedo Companies", including the goodwill of the business associated with the mark. This shall include (i) all common law rights, (ii) all rights under Federal law, including Assignor's rights to Reg. No. 2,645,004 of the United States Patent and Trademark Office; (iii) all rights under state statutes, and (iv) all rights under the laws and statutes of foreign countries. Burke also assigns all rights to sue for trademark infringement predating the date of this Assignment.

2. Representations and Warranties. Burke represents that other than Reg. No. 2,645,004 referenced above, Burke has not previously filed any trademark applications with the United States Patent & Trademark Office (the "PTO") or with any state trademark officials for the Tuxedo America mark. As of the execution of this Assignment, Burke does not have any pending applications for the Mark with the PTO or any states. As of the execution of this Assignment, other than Reg. No. 2,645,004, Burke does not own any registrations for the Mark or any mark confusingly similar to the Mark. Burke does not have any foreign registrations or pending applications for the Mark or for any other mark confusingly similar to the Mark. Burke further warrants and represents that he has authority to enter into this Assignment, that by entering into this Assignment, he is not violating any court order, license, contract or other obligation, and that he is the exclusive owner of all right title and interest in and to the Mark, including Reg. No. 2,645,004, in connection with goods and services in International Class 35, and to the best of Burke's knowledge and belief, the Mark does not presently infringe any trademark, tradename or any other right, title, or interest of any third party. Burke further warrants and represents that he is not a party to any litigation regarding the Mark and has not received any notice of any pending or threatened litigation regarding the Mark. Burke has not assigned, pledged, mortgaged, hypothecated, encumbered or licensed the Mark to any other person, entity, or party, and that Burke has not received notice of any claim of infringement or other liability in connection with its use or adoption of the Mark.

3. Successors and Assigns. The benefits of this Assignment shall inure to the heirs, successors and assigns of CCA.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

MARK D. BURKE (ASSIGNOR)

CCA GLOBAL PARTNERS, INC.
("ASSIGNEE")

Mark D. Burke
Mark D. Burke
Date: 5/12/03

By: Robert M. Wilson
Title: COO
Date: 5/23/03