

03-21-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REI 7

102396305

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): Canterbury Engineering Co., Inc. 3-19-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: CanGen Holdings, LLC
Internal Address:
Street Address: 1057 Vijay Drive
City: Chamblee State: GA Zip: 30341-3136
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other limited liability company
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: 03/07/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 1,728,353

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kyle M. Globerman
Internal Address: Nelson Mullins Riley & Scarborough, LLP,
Street Address: P.O. Box 11070
City: Columbia State: SC Zip: 29211

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

8. Deposit account number: 50-1196

RECORDED
MAR 19 11:16 AM '03
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.
Kyle M. Globerman
Name of Person Signing
Signature
March 14, 2003
Date
6
Total number of pages including cover sheet, attachments, and document.

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

03/20/2003 LNUELLER 00000092 501196 1728353
01 FC:8521 40.00 CH

TRADEMARK
REEL: 002696 FRAME: 0707

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the "**Agreement**") is entered into as of the 7th day of March, 2003, by and between Canterbury Engineering Co., Inc., a Georgia corporation, having an address at 1057 Vijay Drive, Chamblee, Georgia 30341-3136 ("**Assignor**"), and CanGen Holdings, LLC, a Georgia limited liability company, having an address at 1057 Vijay Drive, Chamblee, Georgia 30341-3136 ("**Assignee**") as follows:

WHEREAS, Assignor has adopted, used and is using the registered and common law trademark and service mark set forth on Exhibit A (the "**Assigned Mark**"); and

WHEREAS, Assignor is willing to assign all of Assignor's right, title and interest in and to the Assigned Mark, including all goodwill pertaining thereto, to Assignee pursuant to that certain Purchase Agreement Assignor, Assignee, Azalea Canterbury, LLC, Peter International, LLLP, SPN Tech, LLC, and Vijay Anand dated March 7, 2003 (the "**Purchase Agreement**"), and Assignee is willing to accept such assignment on the terms and conditions set forth herein and in the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer of Assigned Mark. Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Mark, all applications to register the Assigned Mark, and all registrations of the Assigned Mark, together with the goodwill of all business connected with the use of and symbolized by the Assigned Mark, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Mark. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Mark anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Mark, including control over the nature and quality of the goods or services on or in connection with which the mark is used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

Assignor covenants not to use or display the Assigned Mark, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Mark, any applicable registrations thereof or the ownership of the Assigned Mark by Assignee.

2. Warranties. This Assignment is given pursuant to the Purchase Agreement and this Agreement does not abridge the rights and obligations of the parties to the Purchase Agreement.

3. Miscellaneous.

(a) Entire Agreement. The provisions of this Agreement, as supplemented by the Purchase Agreement, constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law. THE VALIDITY, CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, AS THEY APPLY TO A CONTRACT EXECUTED, DELIVERED AND PERFORMED SOLELY IN SUCH STATE, AND THE LAWS OF THE UNITED STATES OF AMERICA TO THE EXTENT APPLICABLE.

(c) Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

(signatures on following page)

IN WITNESS WHEREOF, now the undersigned, authorize representatives of the parties, have executed this Agreement on the date indicated above.

CANTERBURY ENGINEERING CO., INC.

By: _____
Name: Vijay Anand
Title: President

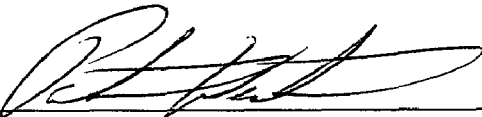
STATE OF _____)
COUNTY OF _____)

Personally appeared before me, _____, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this ___ day of March, 2003.

Notary Public

My Commission Expires: _____

CANGEN HOLDINGS, LLC

By: 
Name: R. Patrick Weston
Title: Manager

STATE OF South Carolina)
COUNTY OF Greenville)

Personally appeared before me, Linda R. Boella to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this ___ day of March, 2003.


Notary Public

My Commission Expires: May 16, 2011

IN WITNESS WHEREOF, now the undersigned, authorize representatives of the parties, have executed this Agreement on the date indicated above.

CANTERBURY ENGINEERING CO., INC.

By: Vijay Anand
Name: Vijay Anand
Title: President

STATE OF Georgia)
COUNTY OF Rockdale)

Personally appeared before me, Vijay Anand, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 7 day of March, 2003.

Jo Ann Porter
Notary Public

My Commission Expires: November 7 2004

JO ANN PORTER
Notary Public, Rockdale County, Georgia
My Commission Expires November 7, 2004

CANGEN HOLDINGS, LLC

By: _____
Name: R. Patrick Weston
Title: Manager

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, _____, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this ___ day of March, 2003.

Notary Public

My Commission Expires: _____

**EXHIBIT A
ASSIGNED MARK**

Mark	Application No.	Filing Date
CEC	1,728,353	10/4/90

LAW OFFICES
NELSON MULLINS RILEY & SCARBOROUGH, L.L.P.
A REGISTERED LIMITED LIABILITY PARTNERSHIP

KYLE M. GLOBERMAN
REGISTERED PATENT ATTORNEY
(404) 817-6204
INTERNET ADDRESS: KMG@NMRS.COM

999 PEACHTREE STREET, N.E.
FIRST UNION PLAZA
SUITE 1400
ATLANTA, GEORGIA 30309
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OTHER OFFICES:
CHARLESTON, SOUTH CAROLINA
CHARLOTTE, NORTH CAROLINA
COLUMBIA, SOUTH CAROLINA
GREENVILLE, SOUTH CAROLINA
MYRTLE BEACH, SOUTH CAROLINA
RALEIGH, NORTH CAROLINA
WINSTON-SALEM, NORTH CAROLINA

March 14, 2003

Box Assignments
Commissioner of Patents and Trademarks
Washington, DC 20231

RE: U.S. Trademark "CEC"
Registration No.: 1,728,353
Our Ref: 15297/09004

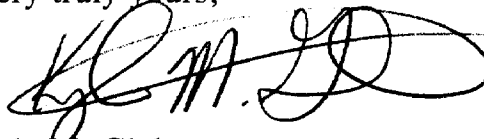
Dear Sir:

The following are being transmitted herewith:

1. Transmittal sheet (original plus 1 copy)
2. Assignment and Assignment Recordation Form Cover Sheet (6 sheets)
3. Return Postcard

Please charge any deficiency or credit any overpayment required by this action to our deposit account no. 50-1196, for which purpose an extra copy of this transmittal letter is attached.

Very truly yours,



Kyle M. Globerman
Reg. No. 46,730

I hereby certify that this paper and any referenced attachment and/or fee are being deposited with the U.S. Postal Service as first class mail in an envelope addressed to: Box Assignments, Commissioner of Patents and Trademarks, Washington, DC 20231.

Date of Deposit March 14, 2003

Jennifer Falcone

Typed name of person mailing paper or fee


Signature

TRADEMARK
REEL: 002696 FRAME: 0713

LAW OFFICES
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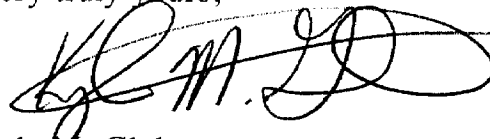
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Date of Deposit March 14, 2003

Jennifer Falcone

Typed name of person mailing paper or fee


Signature

RECORDED: 03/19/2003

TRADEMARK
REEL: 002696 FRAME: 0714