

8-1403

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



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

Tab settings

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To the Honorable Commissioner of Patents and Trademarks, reduced original documents or copy thereof.

1. Name of conveying party(ies): Linda J. Goldbach LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Virginia Limited Liability Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Eight Mountains, Inc.
Internal Address: c/o Beacon Advisors, Inc.
Street Address: 300 Park Ave., 17th Floor
City: New York State: NY Zip: 10022
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 07/25/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2,374,165
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen D. Reavis, Esq.
Internal Address:
08/20/2003 ECOOPER 00000108 2374165
01 FC:8521 40.00 OP
02 FC:8523 120.00 OP
Street Address: Scarola Reavis & Parent
888 Seventh Ave., 45th Floor
City: New York State: NY Zip: 10106

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:
(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.
Helen D. Reavis
Name of Person Signing
Signature
8/13/03
Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK REEL: 002702 FRAME: 0427

ASSIGNMENT OF SERVICE MARK

ASSIGNMENT OF SERVICE MARK (the "Assignment") made as of July 25, 2003 by Linda J. Goldbach LLC, a Virginia limited liability corporation ("Assignor") to Eight Mountains, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Agreement dated as of July 25, 2003 (the "Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using continuously the service mark "BEACON INTERNATIONAL" (the "Assigned Mark"), which is registered in the United States Patent and Trademark Office on the Principal Register (Registration Number 2,374,165); and

WHEREAS, Assignee desires to purchase or acquire all right, title and interest in and to the Assigned Mark, along with all goodwill associated with the Mark.

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

Assignor does hereby sell, transfer, convey, assign and deliver to Assignee: all right, title and interest in and to the Assigned Mark, the registration thereof, and all goodwill associated therewith, and symbolized thereby, free and clear of any liens and encumbrances of any kind; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

At any time after the Closing Date, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in the Agreement and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of the Agreement and this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark and service mark issues and in all other respects including as to

validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

By: *Linda J. Goldbach*
Name: Linda J. Goldbach, President
Linda J. Goldbach LLC

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS)
~~NEW YORK~~ : SS:
COUNTY OF Barnstable

On July 29, 2003, before me, the undersigned, personally appeared Linda J. Goldbach personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jenna Bossung
(signature and office of individual taking acknowledgment)

JENNA BOSSUNG
Notary Public
My Commission Expires
March 20, 2009

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End of document