

04-02-2003



Form PTO-1594

(Rev. 10/02)

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Tab settings ⇌ ⇌ ⇌

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FORM COVER SHEET

MARKS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

RE

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

1. Name of conveying party(ies):

Diamond Products Company

11-6-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- 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 1, 2002

2. Name and address of receiving party(ies)

Name: Cumberland Swan Holdings, Inc.

Internal

Address: Attn: Laurence DeFrance

Street Address: One Swan Drive

City: Smyrna State TN Zip: 37167

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Tennessee
- 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) 76359166, 76396116, 7611126, 76311126

B. Trademark Registration No.(s) 74583888, 73468853, 73383338, 73094365, 72282741

Additional number(s) attached  Yes  No

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

Name: Keri Chayavadhanangkur

Internal Address Paul, Hastings, Janofsky & Walker

Street Address: 600 Peachtree Street, N.E.

Suite 2400

City: Atlanta State Georgia Zip: 30308

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

(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.

Carolyn (Keri) Chayavadhanagkur

Name of Person Signing

*Carolyn Chayavadhanagkur*  
Signature

11/6/02  
Date

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

11/13/2009 DWELLER 00000058 76359166

01 FC:0581  
02 FC:0582

40.00 OP  
175.00 OP

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

TRADEMARK  
REEL: 002704 FRAME: 0024

## ASSIGNMENT

**WHEREAS**, Diamond Products Company, a Florida corporation, located at 3120 Williams Road, Brandon, Florida 33510 (hereinafter the "Assignor"), is the owner of all right, title and interest in and to the trademarks and service marks listed in Schedule A, and the applications and registrations thereof (hereinafter the "Registration Marks");

**WHEREAS**, in the course of its business operations, Assignor may have developed common law rights in the other trademarks, service marks and/or trade dress used in conjunction with its business (hereinafter the "Common Law Marks") (the Common Law Marks and Registration Marks shall hereinafter collectively be referred to as the "Marks");

**WHEREAS**, Cumberland Swan Holdings, Inc., a Tennessee corporation, located at One Swan Avenue, Smyrna, Tennessee 37167 (hereinafter the "Assignee"), is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks, and the goodwill of the business associated therewith.

### **NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:**

Be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee (1) all right, title and interest in and to the Registration Marks, together with the applications and registrations thereof and the goodwill of the business symbolized by the Registration Marks, including all common law rights, and all claims for damages by reason of past infringement of the Registration Marks, with the right to sue and collect therefor, and (2) all of Assignor's right, title and interest in and to any Common Law Marks and the goodwill of the business symbolized by the Common Law Marks, including all common law rights, and all claims for damages by reason of past infringement of the Common Law Marks, with the right to sue and collect therefor.

Assignor agrees to execute any further documents that may be needed in the future to record and vest full title in and to the Marks, the applications and registrations.

**THIS ASSIGNMENT DOES NOT, NOR SHALL IT BE DEEMED TO, SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE AGREEMENT.**

This Assignment is dated this 14<sup>th</sup> day of NOVEMBER, 2002.

**DIAMOND PRODUCTS COMPANY**

By: E. Barton Bridges  
Name: E. Barton Bridges  
Title: CHAIRMAN

STATE OF Tennessee )  
COUNTY OF Davidson ) ss.:

Subscribed and sworn to before me this 14<sup>th</sup> day of November 2002.

Pat McClendon  
Notary Public

(SEAL)

My Commission Expires: September 30, 2006

