

04-09-2003

Docket No.:

4.4 03TF



Tab settings

To the Honorable Commissioner of Patents a.

102413929

red original documents or copy thereof.

1. Name of conveying party(ies):

Comfort Keepers, Inc.



- Individual(s)
- General Partnership
- Corporation-State Ohio
- Other _____

Additional names(s) of conveying party(ies) Yes No

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

Name: CK Franchising, Inc.

Internal Address: _____

Street Address: 6450 Poe Avenue, Suite 109

City: Dayton State: OH ZIP: 45414

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: February 7, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,366,096 2,335,434

Additional numbers Yes No

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

Name: Jean-Marc Brun, Esquire

Internal Address: _____

Vorys Sater Seymour and Pease LLP

Street Address: 1828 L Street, N.W.

11th Floor

City: Washington State: DC ZIP: 20036

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

2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

04/08/2003 GT0N11 00000062 2366096

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

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.

Jean-Marc Brun

Name of Person Signing

Jean-Marc Brun
Signature

April 7, 2003

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is effective on the 7th day of February, 2003 by and between Comfort Keepers, Inc., an Ohio corporation ("Assignor"), and CK Franchising, Inc., an Ohio corporation ("Assignee").

WHEREAS, pursuant to a Recapitalization and Asset Purchase Agreement to be executed on or about the date hereof, by and among Assignor, Assignee and certain other parties ("Recapitalization Agreement"), Assignee intends to purchase certain assets of Assignor;

WHEREAS, prior to consummation of the transactions contemplated by the Recapitalization Agreement, Assignor and Assignee shall enter into a Domain Name Assignment Agreement pursuant to which Assignor shall assign to Assignee, and Assignee shall purchase, Assignor's entire right, title and interest in and to the "comfortkeepers.com" and "comfortkeepers.us" domain names ("Domain Name Assignment Agreement"); and

WHEREAS, prior to consummation of the transactions contemplated by the Recapitalization Agreement, Assignor and Assignee shall enter into this Assignment pursuant to which Assignor shall assign to Assignee, and Assignee shall purchase, Assignor's entire right, title and interest in and to the CKI Intellectual Property (as defined below);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

Definitions

The following definitions shall apply to this Assignment:

"CKI Intellectual Property" means Patents, Trademarks, Copyrights and Trade Secrets.

"Copyrights" means all United States and foreign registered copyrights, copyright applications, unregistered copyrights, copyrightable works and software (including all object and source codes and associated user and technical documentation) owned or licensed by Assignor and used in connection with Assignee's franchising business, including all applications, registrations and renewals in connection therewith, including, without limitation, the registrations and applications set forth on Exhibit A.

"Patents" mean all patents and pending applications for patents of the United States and all countries foreign thereto owned or licensed by Assignor and used in connection with Assignee's franchising business, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under letters patent, certificates of invention and utility models which have been opened for public inspection, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, and all reissues, divisions, continuations and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit B.

“Trademarks” means all United States and foreign registered trademarks and service marks, and all trademark and service mark applications, unregistered trademarks and service marks, domain names, trade dress, logos, trade names, fictitious names, brand names, brand marks and corporate names, together with all translations, adaptations, derivations and combinations thereof, owned or licensed by Assignor and used in connection with Assignee’s franchising business, and any registrations, applications, and renewals thereof, whether foreign or domestic, and any goodwill associated therewith, including, without limitation, the trademarks, service marks and trade names set forth on Exhibit C.

“Trade Secrets” means all United States and foreign trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) owned or licensed by Assignor and used in connection with Assignee’s franchising business.

COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest, if any, in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.
2. Assignee hereby accepts the foregoing assignment and assumes any liabilities, debts or obligations associated with the Copyrights arising from and after the effective date of this Agreement.
3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, at Assignee’s sole cost, in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest, if any, in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

5. Assignee hereby accepts the foregoing assignment and assumes any liabilities, debts or obligations associated with the Trademarks arising from and after the effective date of this Agreement.

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, at Assignee's sole cost, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

7. Assignor hereby agrees not to use or seek registration of, in the United States or any other jurisdiction in the world, now or in the future, any trade name, trademark, service mark, domain name or other indicia of origin or source that is colorably similar to, or may create any potential (including, without limitation, a likelihood of) confusion with, any of the Trademarks.

PATENTS

8. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest, if any, in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

9. Assignee hereby accepts the foregoing assignment and assumes any liabilities, debts or obligations associated with the Patents arising from and after the effective date of this Assignment.

10. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, at Assignee's sole expense, in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

TRADE SECRETS

11. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest, if any, in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

Springfield, OH 45505
Attention: Jerry Clum, President
Facsimile No. (937) 324-1486

with a copy thereof
to its counsel:

Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215
Attention: Charles S. DeRousie, Esq.
Facsimile No. (614) 719-4687

To Assignee:

CK Franchising, Inc.
6450 Poe Avenue, Suite 109
Dayton, OH 45414
Attention: President
Facsimile No. (937) 264-3103

with a copy thereof
to the following parties:

Best, Patterson, Crothers & Yeoham, Ltd.
2200 Ross Avenue, Suite 3838
Dallas, TX 75201
Attention: Mike Crothers
Facsimile No. (214) 978-3899

Navigator Growth Partners, L.P.
86 Summit Avenue
Summit, NJ 07901
Attention: Joseph Imhoff
Facsimile No. (908) 273-5566

Locke Liddell & Sapp LLP
2200 Ross Avenue, Suite 2200
Dallas, TX 75201
Attention: Jack E. Jacobsen
Facsimile No. (214) 756-8553

Pepper Hamilton, LLP
3000 Two Logan Square
Philadelphia, PA 19103
Attention: Julia D. Corelli, Esq.
Facsimile No. (215) 981-4750

21. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

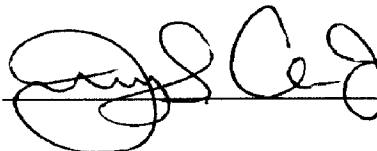
22. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

23. Third-Party Beneficiary. The parties hereto acknowledge and agree that Investors (as defined in the Recapitalization Agreement) are third-party beneficiaries of this Assignment.

[the rest of the page left intentionally blank]

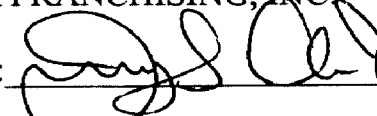
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

COMFORT KEEPERS, INC.

By:  _____

Name: Jerry L. Clum, Jr.
Title: President

CK FRANCHISING, INC.

By:  _____

Name: Jerry L. Clum, Jr.
Title: Chairman

ACKNOWLEDGMENT

STATE OF OHIO

:

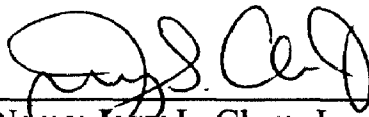
: SS.

COUNTY OF FRANKLIN

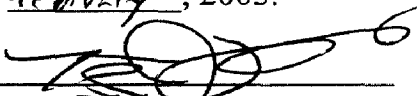
:

Jerry L. Clum, Jr., being duly sworn, says that he is the President of Comfort Keepers, Inc., an Ohio corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Comfort Keepers, Inc., pursuant to due authority.

COMFORT KEEPERS, INC.

By: 
Name: Jerry L. Clum, Jr.
Title: President

Sworn to and subscribed
before me this 6th day
of February, 2003.


Notary Public

TIMOTHY J. DOBYNS, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C. (SEAL)

My commission expires: _____ (SEAL)

ACKNOWLEDGMENT

ACKNOWLEDGMENT

STATE OF OHIO

:


: ss.

COUNTY OF FRANKLIN

:

Jerry L. Clum, Jr., being duly sworn, says that he is the Chairman of CK Franchising, Inc., an Ohio corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of CK Franchising, Inc., pursuant to due authority.

CK FRANCHISING, INC.

By: 
Name: Jerry L. Clum, Jr.
Title: Chairman

Sworn to and subscribed
before me this 6th day
of February, 2003.


Notary Public

TIMOTHY J. DOBYNS, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

My commission expires: _____

(SEAL)

EXHIBIT A
COPYRIGHTS

none

EXHIBIT C

U.S. FEDERAL AND STATE SERVICE MARKS

<u>Mark</u>	<u>Original Registration Date-Status</u>	<u>Owner of Record</u>	<u>Reg. #</u>	<u>Renewal Date</u>
COMFORT KEEPERS	7/11/00 – Registered	Comfort Keepers, Inc. (Dayton, OH)	2,366,096	7/11/10
NON-MEDICAL IN- HOME CARE COMFORT KEEPERS & Design	3/28/00 – Registered	Comfort Keepers, Inc. (Springfield, OH)	2,335,434	3/28/10

COMMON LAW SERVICE MARKS

<u>Mark</u>
COMFORT KEEPERS
CK
CK COMFORT KEEPERS
COMFORTKEEPERS.COM
COMFORTKEEPERS.US

TRADE NAMES

none