

05-16-2003

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



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

102450254

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

1. Name of conveying party(ies):

Pallotta TeamWorks

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: April 30, 2002

2. Name and address of receiving party(ies)

Name: Susan G. Komen Breast Cancer Foundation, Inc.

Internal Address:

Street Address: 5005 LBJ Freeway, Suite 250

City: Dallas State: TX Zip: 75244

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Texas 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) 75/866676; 75/630392; 76/241514; 76/025975; 76/334048

B. Trademark Registration No.(s) 2,634,760; 2,624,137; 2,547,096; 2,547,095; 2,466,556; 2,472,289; 2,650,012; 2,547,942; 2,582,912; 2,497,712; 2,391,754; 2,474,318

Additional number(s) attached Yes No

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

Name: Mary E. Dicig

Internal Address:

Schwartz, Cooper, Greenberger & Krauss, Chtd.

Street Address: 180 N. LaSalle Street

Suite 2700

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41) \$ 640.00

- 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.

Mary E. Dicig Name of Person Signing

Mary Dicig Signature

May 13, 2003 Date

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

36

05/16/2003 LINDLER 0000123 7586676

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

01 FC:8521 40.00 DP 02 FC:8522 600.00 DP

TRADEMARK REEL: 002733 FRAME: 0625

4B. Trademark Registration No.(s)

2,323,934; 2,374,595; 2,284,886, 2,228,787;
2,241,614; 2,301,515; 2,346,418; 2,042,685

SECURED PARTY TRADEMARK, COPYRIGHT AND URL ASSIGNMENT

This Secured Party Trademark, Copyright and URL Assignment is made as of the 30th day of April, 2003, by and among LaSalle Bank National Association, a national banking association ("Secured Party"), Pallotta TeamWorks, a California corporation ("Debtor"), and The Susan G. Komen Breast Cancer Foundation, Inc., a Texas not-for-profit corporation ("Assignee").

RECITALS:

WHEREAS, Debtor is the owner of the trademarks, service marks, registered copyrights and domain names ("URLs") listed on Schedules A, B and C attached hereto, together with common law rights therein and goodwill appurtenant and related thereto (hereinafter, collectively, the "Trademarks, Copyrights and URLs"); and

WHEREAS, the Trademarks and Copyrights are the subject of certain applications and registrations, details of which are also set forth on Schedules A and B attached hereto; and

WHEREAS, the URLs are described on Schedule C attached hereto; and

WHEREAS, Debtor and Secured Party entered into a valid and enforceable Loan and Security Agreement pursuant to which Debtor granted Secured Party a security interest in, among other things, all of its general intangible property and assets, including, but not limited to, the Trademarks, Copyrights and URLs; and

WHEREAS, Debtor has defaulted under the Loan and Security Agreement, and Secured Party has foreclosed on the lien of its security interest in accordance with the provisions of the Uniform Commercial Code; and

WHEREAS, Secured Party conducted a commercially reasonable private sale in accordance with the provisions of the Uniform Commercial Code, and Assignee was the successful bidder for the Trademarks, Copyrights and URLs, among other things;

NOW THIS DEED WITNESSETH AS FOLLOWS:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby assigns and transfers to Assignee all of the Debtor's rights in and to the Trademarks, Copyrights and URLs, together with all rights of renewal, extension and enforcement, for all uses and in all media, countries and languages, now known or hereafter developed, including, but not limited to, any registrations and applications for registration listed on Schedules A, B and C attached hereto, the common law rights therein, the goodwill associated therewith, and the right to recover for past, present and future infringements thereof, and to collect any royalty with respect thereto, to hold all of the same to Assignee absolutely.

Secured Party hereby fully and finally discharges and releases any security interest which it may have or claim against or relating to any of the Trademarks, Copyrights or URLs. Furthermore, Secured Party hereby discharges any and all security interests or liens subordinate to its security interest in the Trademarks, Copyrights and URLs.

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, the Registrar of Copyrights of the United States, each registrar of URLs, and any official of any countries foreign to the United States whose duty it is to record trademark, copyright or URL registrations, applications and title thereto, to record the Trademarks, Copyrights and URLs set forth on Schedules A, B and C attached hereto, and any title thereto, as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.

This Assignment, and the covenants, obligations, undertakings, rights and benefits pertaining hereto, shall be binding upon, and shall inure to the benefit of, the respective parties hereto and their respective successors and assigns.

This Assignment may be executed by one or all of the parties hereto in several counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement as if signed by all parties, and each such counterpart shall be deemed to be an original instrument.

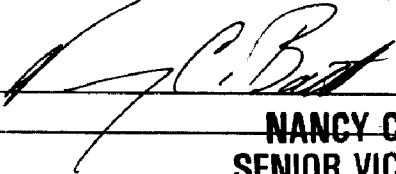
Each party hereto agrees to execute, deliver and/or transmit any and all notifications or other documents as may become necessary or expedient to further the purposes of this Assignment.

This Assignment shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Illinois, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

[The rest of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Secured Party, Debtor and Assignee have caused this Assignment to be executed as of the date and year first written above.

LASALLE BANK NATIONAL ASSOCIATION

By: 
 Title: _____
NANCY C. BARRETT
SENIOR VICE PRESIDENT

ACCEPTED AND AGREED:

THE SUSAN G. KOMEN
 BREAST CANCER FOUNDATION, INC.

By: _____
 Title: _____

PALLOTTA TEAMWORKS

By: _____
 Title: _____

STATE OF _____)
)
 COUNTY OF _____) ss

BEFORE ME, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument on behalf of LaSalle Bank National Association, a national banking association (the "Bank"), and acknowledged to me that she executed the same on behalf of the Bank as the _____ thereof, for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this _____ day of April, 2003.

 Notary Public in and for the State of _____

IN WITNESS WHEREOF, Secured Party, Debtor and Assignee have caused this Assignment to be executed as of the date and year first written above.

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Title: _____

ACCEPTED AND AGREED:

THE SUSAN G. KOMEN
BREAST CANCER FOUNDATION, INC.

By: Susan G. Braun _____

Title: _____
Susan G. Braun
President and Chief Executive Officer

PALLOTTA TEAMWORKS

By: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

BEFORE ME, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument on behalf of LaSalle Bank National Association, a national banking association (the "Bank"), and acknowledged to me that she executed the same on behalf of the Bank as the _____ thereof, for the purposes and consideration therein expressed.

Subscribed to and sworn to before me this _____ day of April, 2003.

Notary Public in and for the State of _____

