



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

102450351
TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies): 5-15-03
Federal Sign, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Heath Sign Company, LLC
Internal Address: _____
Address: _____
Street Address: 2300 North Highway 121
City: Eules State: TX Zip: 76039
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Delaware 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: April 30, 2003

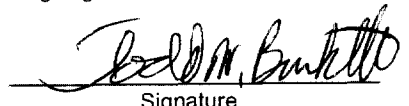
4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78219621
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
0814194 2535775
1655994
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Todd Burkett
Internal Address: Leo & Brooks, LLC
Street Address: 200 Randolph Avenue, Suite 200
City: Huntsville State: AL Zip: 35801

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41).....\$ 115.00
 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.
Todd W. Burkett  5/13/03
Name of Person Signing Signature Date

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

05/16/2003 BBYRNE 00000016 78219621
40.00 DM
75.00 OP

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

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, dated as of April 30, 2003, is entered into by and between FEDERAL SIGN, INC., a Delaware corporation ("Assignor") and HEATH SIGN COMPANY, LLC, a Delaware limited liability company ("Assignee").

PRELIMINARY STATEMENT

Assignor and Assignee are parties to the Asset Purchase Agreement dated December 30, 2002 (the "Agreement"), pursuant to which Assignor agreed to sell and assign to Assignee certain Intellectual Property assets of Seller, including certain trademarks and to assign to Assignee its right, title and interest therein and all licenses therefor, together with all goodwill therein or associated therewith.

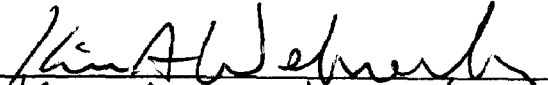
NOW, THEREFORE, in consideration of mutual promises herein contained in the respective representations, warranties, covenants and agreements enumerated in the Agreement, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed in the Agreement.
2. **Assignment.** Assignor hereby assigns to Assignee all its right, title and interest in the trademarks described on the attached Schedule A ("Trademarks"), together with all goodwill therein or associated therewith. The present assignment includes all rights and interests associated with the Trademarks, including, without limitation, Assignor's common law rights and federal registration rights in the trademarks identified in Schedule A, the right to sue for past trademark infringement and the right to claim prior use of the Trademarks by Assignor as a basis for federal and/or state trademark registration or in connection with any infringement proceeding or claim of a third party with respect to any or all of the Trademarks. In addition, any continued use by Assignor of the Trademarks shall inure to the benefit of Assignee.
3. **Successors and Assigns.** This Assignment of Trademarks shall be binding upon Assignor and shall be to the benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Trademarks of the date first above written.

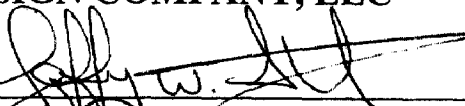
ASSIGNOR

FEDERAL SIGN, INC.

By:  (signature)
Kim A. Wehrenberg (printed name)
Vice President (title)

ASSIGNEE:

HEATH SIGN COMPANY, LLC

By:  (signature)
Jeffrey W. Stentz (printed name)
Authorized Agent (title)

Schedule A

Trademarks

Mark	Registration No.	Registration Date
FEDERAL	0814194	August 30, 1966
FEDERAL SIGN	1655994	September 10, 1991
FEDERAL MX (and Design)	2535775	February 5, 2002

Schedule A
Assignment from Federal Sign, Inc. to Heath Sign Company, LLC

Registered Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FEDERAL	0814194	August 30, 1966
FEDERAL SIGN	1655994	September 10, 1991
FEDERAL MX (and Design)	2535775	February 5, 2002

Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
FEDERAL MX EXPERT MAINTENANCE SOLUTIONS(and Design)	78219621	February 27, 2003