

05-30-2003



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

REGISTRATION FORM TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): MBC & Associates, Inc. 5-27-03 [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: MBC Acquisition Corp. Internal Address: Street Address: 911 Hawkins Street City: Nashville State: TN Zip: 37203-4742 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] 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

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 05/01/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) NONE B. Trademark Registration No.(s) 1,918,280; 1,838,863 and 1,844,651 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Robert P. Felber, Jr. Internal Address: Waller Lansden Dortch & Davis Suite 2100 Street Address: 511 Union Street City: Nashville State: TN Zip: 37219

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41) \$ 90.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: N/A

9. Signature. Robert P. Felber, Jr. Name of Person Signing [Signature] Signature May 21, 2003 Date [7] Total number of pages including cover sheet, attachments, and document: 7

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

05/29/2003 ECOOPER 0000066 1918280

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TRADEMARK REEL: 002742 FRAME: 0471

**ASSIGNMENT OF SERVICE MARKS AND  
SERVICE MARK REGISTRATIONS**

THIS ASSIGNMENT OF SERVICE MARKS AND REGISTRATIONS (this "Assignment"), dated as of May 1, 2003, is by and between MBC & Associates, Inc., a Louisiana corporation ("Assignor"), and MBC Acquisition Corp., a Tennessee corporation ("Assignee").

WHEREAS, Assignor, is the owner of those certain service marks identified on **Schedule 1** hereto (the "Marks"); and

WHEREAS, Assignee, wishes to acquire all rights, title, and interest in and to the Marks, including all common law rights, registration rights and goodwill therein;

NOW, the parties agree as follows:

1. **Assignment**. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the Marks, including, but not limited to, all common law rights therein, all registration rights therein, all rights to prepare derivative marks, all goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, the right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for, and collect the same for its own use and enjoyment, and all other rights associated with the Marks.

2. **Consideration**. The assignment set forth in Section 1 of this Assignment shall be in consideration for, and as an inducement to, Assignee's execution of that certain Asset Purchase and Sale Agreement of even date herewith by and among Assignee, Assignor, and the shareholder of Assignor (the "Asset Purchase Agreement").

3. **Entire Agreement**. This Assignment and the Asset Purchase Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersede any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

4. **Amendment**. This Assignment may be amended only by a writing signed by both parties.

5. **Severability**. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. **Agreement to Perform Necessary Acts**. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment and to vest in Assignee all of Assignor's rights, title and interest in and to the Marks. Upon the execution of this Assignment, Assignor shall provide Assignee with copies of the prosecution file history for the registrations of the

Marks with the U.S. Patent and Trademark Office (the "PTO") and shall provide Assignee with the original Certificates of Registration issued by the PTO for each of the Marks.

7. **Governing Law.** This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Tennessee.

**Remainder of page intentionally left blank.**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the day and year first above written.

**ASSIGNOR:**

MBC & ASSOCIATES, INC.

By: *Kealy Bennett*  
Title: *President*

**ASSIGNEE:**

MBC ACQUISITION CORP.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the day and year first above written.

**ASSIGNOR:**

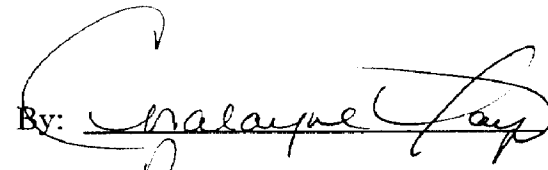
MBC & ASSOCIATES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

MBC ACQUISITION CORP.

By:  \_\_\_\_\_

Title: Pres. \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, Cynthia D. Shedd, a Notary Public of said County and State, personally appeared Madelynn Bennett with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be President (or other officer authorized to execute the instrument) of MBC & ASSOCIATES, INC., the within named Assignor, a Louisiana corporation, and that he/she, as such \_\_\_\_\_, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation by himself/herself as such officer.

Witness my hand and seal, at office in Fulton Co., Georgia, this 22 day of May, 2003.

Cynthia D. Shedd  
Notary Public

My Commission Expires: Sept. 26, 2006

**Cynthia D. Shedd**  
Notary Public Bartow County, Georgia  
My Commission Expires Sept. 26, 2006

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

~~Before me, Cynthia D. Shedd, a Notary Public of said County and State, personally appeared Madelynn Bennett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be President (or other officer authorized to execute the instrument) of MBC ACQUISITION CORP., the within named Assignee, a Tennessee corporation, and that he/she, as such \_\_\_\_\_, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation by himself/herself as such officer.~~

~~Witness my hand and seal, at office in Fulton Co., Georgia, this 22 day of May, 2003.~~

~~Cynthia D. Shedd  
Notary Public~~

~~My Commission Expires: Sept. 26, 2006~~

~~**Cynthia D. Shedd**  
Notary Public Bartow County, Georgia  
My Commission Expires Sept. 26, 2006~~

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

Before me, \_\_\_\_\_, a Notary Public of said County and State, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be \_\_\_\_\_ (or other officer authorized to execute the instrument) of MBC & ASSOCIATES, INC., the within named Assignor, a Louisiana corporation, and that he/she, as such \_\_\_\_\_, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation by himself/herself as such officer.

Witness my hand and seal, at office in \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of May, 2003.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF Tennessee )  
 )  
COUNTY OF DAVIDSON )

Before me, Nancy Sheppard, a Notary Public of said County and State, personally appeared CHALAYNE SAYES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be President (or other officer authorized to execute the instrument) of MBC ACQUISITION CORP., the within named Assignee, a Tennessee corporation, and that he/she, as such President, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the corporation by himself/herself as such officer.

Witness my hand and seal, at office in Nashville, Tennessee this 30th day of April, 2003.

Nancy Sheppard  
Notary Public

My Commission Expires: 1-27-07

**Schedule 1**  
**to**  
**Assignment of Service Marks and**  
**Service Mark Registrations**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Date of Registration</u></b>	<b><u>Services and International Class</u></b>
KID'S CARE (typed form)	1,918,280	09/12/1995	Production of radio and television programs for children concerning health (Class 41)
HEALTH BREAK (typed form)	1,838,863	06/07/1994	Education and entertainment services; namely, a series of television inserts on health related issues (Class 41)
HEALTHBREAK (typed form)	1,844,651	07/12/1994	Marketing and promoting of hospital and physician care services (Class 35); Production and distribution of television programs on hospital and physician care (Class 41)