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



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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):

Levine, Andrew S.

- Individual(s) [checked] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

Additional name(s) of conveying party(ies) attached? [] Yes [] No

3. Nature of conveyance:

- Assignment [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: May 9 2003

2. Name and address of receiving party(ies)

Name: Stone Care International, Inc.

Internal Address:

Street Address: PO Box 703

City: Owings Mills State: MD Zip: 21117-703

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State Maryland [checked] 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)

B. Trademark Registration No.(s) 1943762

Additional number(s) attached [] Yes [checked] No

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

Name: Andrew S. Levine

Internal Address: Stone Care International, Inc.

Street Address: PO Box 703

City: Owings Mills State: MD Zip: 21117-703

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed [checked] Authorized to be charged to deposit account []

8. Deposit account number:

FINANCE SECTION 2003 MAY 19 AM 8:59

DO NOT USE THIS SPACE

9. Signature.

Andrew S. Levine

Name of Person Signing

Signature

Date

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

05/20/2003 TDI021 00000112 1943762

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

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TRADEMARK REEL: 002749 FRAME: 0096

Assignment of Trademark

ASSIGNMENT OF TRADEMARK made as of the 12th day of May, 2003, by **Andrew S. Levine**, a Maryland resident ("Assignor"), to **Stone Care International, Inc.**, a Maryland corporation with its principal place of business at P.O. Box 703, Owings Mills, Maryland 21117-703 ("Assignee").

RECITAL

Assignor is a majority shareholder of Assignee. Assignor has agreed to assign to Assignee and Assignee has agreed to acquire from Assignor the trademarks and trade names of Assignor used by Assignee in its business. Pursuant to such agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademark shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademark as of the

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
STONEGUARD	1943762	September 26, 1994

Stone care-trademark-assignment