


Form PTO-1594 (Rcv. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒⇒⇒ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET 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): Earth City Technologies, Inc. d/b/a/ Spartan Marketing Group <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Missouri <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: Young OS LLC Internal _____ Address: _____ Street Address: 13705 Shoreline Court East City: Earth City State: MO Zip: 63045 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other Delaware Limited Liability Company <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 12/1/03					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____			B. Trademark Registration No.(s) 2,556,005 2,469,218 & 2,128,837		
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Linda A. O. Lamberson, Esq. Internal Address: McDermott, Will & Emery _____ _____ Street Address: 227 West Monroe Street Suite 4400 _____ City: Chicago State: IL Zip: 60606			6. Total number of applications and registrations involved: 3		
			7. Total fee (37 CFR 3.41): \$ 90.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: 13-0206		
DO NOT USE THIS SPACE					
9. Signature. Linda A. O. Lamberson  12/5/03 Name of Person Signing Signature Date <small>Total number of pages including cover sheet, attachments, and document: 6</small>					
<small>Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231</small>					

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EXECUTION COPY

TRADEMARK ASSIGNMENT

WHEREAS, Earth City Technologies, Inc. d/b/a Spartan Marketing Group (the "Seller"), a Missouri corporation, has adopted and used and is the sole and exclusive owner of certain trademarks including, but not limited to, the trademarks, service marks and trade names and applications and registrations therefore listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto ("Trademarks");

WHEREAS, Young OS LLC (the "Buyer"), a Delaware limited liability company is acquiring the Trademarks, together with all of the goodwill of the business associated with the Trademarks, from Seller pursuant to the terms set forth in that certain Agreement for Purchase and Sale of Assets dated December 1, 2003 (the "Agreement"), to which Seller and Buyer are parties; and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Buyer as assignee of the entire interest.

AND, the Seller, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Seller will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Trademarks, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Seller and the Buyer. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on December 1st 2003.

**Seller: EARTH CITY TECHNOLOGIES, INC.
d/b/a SPARTAN MARKETING GROUP**

By: *Richard J. Mahen*
Name: RICHARD J. MAHEN
Title: PRESIDENT

Buyer: YOUNG OS LLC

By: _____
Sean O'Connor
Vice President

ATTEST:

Sharon K. Robertson

CERTIFICATE OF ACKNOWLEDGEMENT

I, Sharon K. Robertson, a Notary Public in and for St. Charles Co., MO do hereby certify that Richard J. Mahen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, EARTH CITY TECHNOLOGIES, INC. d/b/a SPARTAN MARKETING GROUP, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 1st day of December, 2003.

Sharon K. Robertson
Notary Public

Commission Expires: _____



SHARON K. ROBERTSON
St. Charles County
My Commission Expires
June 25, 2007

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on December ___, 2003.

**Seller: EARTH CITY TECHNOLOGIES, INC.
d/b/a SPARTAN MARKETING GROUP**

By: _____
Name:
Title:

Buyer: YOUNG OS LLC

By: Sean O'Connor
Sean O'Connor
Vice President

ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, a Notary Public in and for _____ do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, EARTH CITY TECHNOLOGIES, INC. d/b/a SPARTAN MARKETING GROUP, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this _____ day of _____, 2003.

Notary Public

Commission Expires: _____

SCHEDULE A
EARTH CITY TECHNOLOGIES, INC.
d/b/a SPARTAN MARKETING GROUP
TRADEMARK ASSIGNMENT

TRADEMARK	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
U.S. Trademarks				
BUC	76/303473	8/22/01	2,556,005	4/02/02
KIS	75/890899	1/07/00	2,469,218	7/17/01
CPR	75/222755	1/08/97	2,128,837	1/13/98
Canadian Trademarks				
CPR	CA107946100	10/19/00	TMA0567334	9/12/02
KIS	CA107946200	10/19/00	TMA0568105	9/26/02
European Trademarks				
CPR	001905967	10/17/00	001905967	1/04/02
KIS	001905934	10/17/00	001905934	1/04/02

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