

Form PTO-1594 (Modified)  
(Rev. 6/93)  
OMB No. 0651-0011 (exp. 4/94)  
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TM05/REV03

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Docket No.:  
23691/22804

Tab settings → → → τ ▼

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

1. Name of conveying party(ies):  
Trabelco, N.V.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-Province  
 Other Netherlands Antilles company

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

2. Name and address of receiving party(ies)

Name: GPX, Inc.

Internal Address: \_\_\_\_\_

Street Address: 900 N. 23<sup>rd</sup> Street

City: St. Louis                      State: MO                      ZIP: 63106

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Missouri  
 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:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date:    02/29/04

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,337,659; 1,429,921; 2,656,489; 2,728,063;  
1,085,908; 1,778,287

Additional numbers attached?     Yes     No

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

Name: Caroline G. Chicoine

Internal Address: Thompson Coburn LLP

Street Address: One US Bank Plaza

City: St. Louis                      State: MO                      ZIP: 63101

6. Total number of application and registrations involved: ..... 6

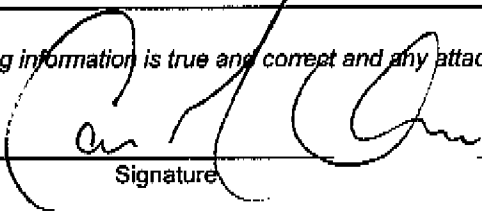
7. Total fee (37 CFR 3.41): ..... \$ 165.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-0823

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.*

Caroline G. Chicoine                                            May 6, 2004  
Name of Person Signing                      Signature                      Date

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

CH \$165.00 200823 2337659

## **TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT is made effective as of the 29th day of February, 2004 by Trabelco N.V., a Netherlands Antilles company having its registered office at World Trade Center, Willemstad, Curacao, Netherlands Antilles ("Trabelco"), and GPX, Inc., a Missouri corporation having its registered office at 900 N. 23rd Street, St. Louis, MO 63106 USA ("GPX").

WHEREAS, Trabelco owns the rights, title and interests to the trademarks, trademark registrations and pending applications for the registration of trademarks (including, without limitation, intent to use applications) as set forth in Schedule "A" annexed hereto (collectively, the "US Marks");

WHEREAS, Trabelco has agreed to assign to GPX all of Trabelco's right, title, and interest in and to the US Marks and the goodwill attaching to such US Marks;

NOW, THEREFORE, in consideration of the payment by GPX of One Hundred and Twenty-Five Thousand and 00/100 US Dollars (US\$125,000.00), the receipt of which is hereby acknowledged:

Trabelco hereby sells, assigns, transfers and delivers to GPX, its successors and assigns, Trabelco's entire right, title and interest in and to the US Marks, along with the goodwill of the business which the US Marks are registered and/or have been used by Trabelco, free and clear of any liens, the same to be held and enjoyed by GPX and its successors, assigns, and legal representatives, together with income, royalties, damages, or payments due on the date hereof or thereafter, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the US Marks, along with the right to sue for past infringements and collect same for GPX's sole use and enjoyment.

Trabelco hereby covenants that it shall provide to GPX and its successors, assigns and other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the implementation or perfection of the assignments hereunder; and (ii) in the recordation of the assignments hereunder with any relevant Trademark Office. All costs and fees associated with the filing and perfection of the assignments hereunder will be the sole responsibility of GPX.

This Agreement shall be governed by the laws of the State of Missouri, USA.


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H.C.H. N.V.

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

TRABELCO N.V.

By:   
Printed Name: E.N. Christiaans  
Title: Managing Director

**Schedule "A"****US Marks**

<b>Mark</b>	<b>Registration No.</b>
<b>BLUE ICE</b>	<b>2,764,594</b>
<b>BLUE ICE</b>	<b>2,337,659</b>
<b>CENTURION</b>	<b>1,429,921</b>
<b>GPX</b>	<b>2,656,489</b>
<b>GPX and Design</b>	<b>1,298,515</b>
<b>GPX and Design</b>	<b>2,728,063</b>
<b>GRAN PRIX (Stylized)</b>	<b>1,085,908</b>
<b>YORX and Design</b>	<b>1,778,287</b>

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