

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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):

Gaylord Bros., Inc.

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Gaylord Bros., Inc.

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

Street Address: 7272 Morgan Rd.

City: Liverpool State: NY Zip: 13088

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Wisconsin
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

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

A. Trademark Application No.(s)

78/222,618

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

See Sheet

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

Name: Philip I. Frankel

Internal Address: Bond, Schoeneck & King, PLLC

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved: \_\_\_\_\_

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

- Enclosed
- Authorized to be charged to deposit account including any additional fees or credit any overpayment

8. Deposit account number:

501546

(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.

Philip I. Frankel  
Name of Person Signing

  
Signature

6/29/04  
Date

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

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

CH \$1140.00 501546 78222618

<b>MARK</b>	<b>REGISTRATION/SERIAL NO.</b>
	1,875,062
Adaptor	1,347,944
Advance Manufacturing	1,828,295
Allusion	1,640,515
Alphafast	1,651,944
Book Cubbies	1,685,793
Book Marquee	1,876,360
Bookcraft	1,952,240
Bookcraft	1,753,621
Bookcraft & Design	2,842,917
Booksforever	1,660,787
Croydon File	1,830,381
Frameworks	1,558,640
Frameworks & Design	1,582,568
Frameworks & Design	1,098,753
Gaylord	1,098,958
Gaylord	796,409
Gaylord	797,942
Gaylord	797,975
Gaylord	798,017
Gaylord	798,044
Gaylord	798,057
Gaylord	798,077
Gaylord	798,130
Gaylord	798,158
Gaylord	800,114
Gaylord	800,349
Gaylord	800,368
Gaylord	800,982
Guardian	1,648,687
Informa	1,445,203
Informa Group & Design	1,448,535
Iron Wood	1,694,431
Max-File	1,632,387
Miscellaneous Design	1,333,274
MultiMedia Mixer	1,824,439
Permec	1,449,652
Se-Lin	805,330
Se-Lin	812,953
Se-Lin	915,709
Single-Aisle	1,362,742
SuperRax (Stylized)	1,005,570
Suspend-All	1,658,679
The Locator	1,661,748
The Trusted Source	1,600,089

**MASTER BILL OF SALE AND ASSIGNMENT OF  
INTELLECTUAL PROPERTY OF  
GAYLORD BROS., INC. TO DEMCO ACQUISITION CORP.**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gaylord Bros., Inc. a New York corporation, having an address at 7272 Morgan Road, Liverpool, New York 13088, ("Assignor"), hereby grants, sells, assigns, transfers and delivers to Demco Acquisition Corp., a Wisconsin corporation, having an address at P.O. Box 7488, Madison, WI 53707-7488 ("Assignee") and its successors, and assigns all rights, title and interest in and to, existing now or in the future, certain intellectual property, including, but not limited to, the past and present patents, trade secrets, copyrights, trademarks, service marks, domain names, and related registrations and applications for registration, and other intellectual property rights whether registered or existing in common law throughout the entire world (collectively the "Intellectual Property"), and associated goodwill, set forth in Attachment "A," but specifically excluding any intellectual property rights associated with Gaylord Information Systems.


Assignor represents and warrants that (1) the Intellectual Property is owned by Assignor; (2) Assignor has not pledged, mortgaged, assigned, or otherwise granted any rights in the Intellectual Property or any part of it or any interest in it to any other party; (3) no adverse claim exists in or to the Intellectual Property; and (4) the party executing this Assignment of Intellectual Property Rights has full authority to act on behalf of Assignor in connection with this Assignment. Assignor acknowledges that Assignee has full right and authority to secure patent rights, copyrights, trademarks, service marks, and all other intellectual property rights in the Intellectual Property throughout the world and to have and to hold all such rights for their respective full terms. Assignor further acknowledges that it retains no right to use the Intellectual Property in any way without Assignee's express written consent, but specifically excluding any intellectual property associated with Gaylord Information Systems

Assignor agrees to indemnify and hold Assignee harmless from any and all loss, injury, damage, claim or liability resulting from Assignor's breach of any of the representations and warranties set forth herein.

DATED: Nov 15, 2003


GAYLORD BROS., INC.

By:

  
Martin Blackman, Chairman of the Board

DEMCO ACQUISITION CORP.

By:

  
William N. Stroner, CEO/President

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss.:

On the 15<sup>th</sup> day of May in the year 2003, before me. The undersigned, a Notary Public in and for said State, personally appeared Martin Blackman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**JUDITH DOWD**  
NOTARY PUBLIC, State of New York  
No. 01DO4876032  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires Nov. 3, 2006

Judith M. Dowd  
Notary Public

STATE OF WISCONSIN )  
 )  
COUNTY OF DANE ) ss.:

On the 21<sup>st</sup> day of May in the year 2003, before me. The undersigned, a Notary Public in and for said State, personally appeared William N. Stroner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

John S. Robison  
Notary Public JOHN S. ROBISON

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ARTICLES OF AMENDMENT

DEMCO ACQUISITION CORP.

01 0033797  
zmased

WHEREAS, the present name of the corporation DEMCO ACQUISITION CORP.;

WHEREAS, on May 15, 2003, the corporation's Board of Directors and shareholders unanimously consented to change the name of the corporation to GAYLORD BROS., INC.; and

WHEREAS, the name change has been authorized in accordance with section 180.1003, Wisconsin Statutes.

BE IT RESOLVED, THAT Article I of the Articles of Incorporation be amended to read as follows:

ARTICLE I.

Name

*de*  
*cr*

The name of the corporation shall be Gaylord Bros., Inc.

BE IT FURTHER RESOLVED, THAT in all other respects the corporation's Articles of Incorporation shall remain unchanged by these Articles of Amendment.

Executed on May 15, 2003

*William N. Stroner*  
William N. Stroner, CEO/President

This document was drafted by:  
Shawn D. Guse, Esq.  
Quarles & Brady LLP  
US Bank Plaza  
P.O. Box 2113  
Madison, WI 53701-2113

MAY 20 2003 07:45 AM  
201997 <sup>S. A</sup> DCORP40 \$40.00

JUN 13 2003 03:46 PM  
204404 <sup>S. A</sup> EXPEDITE25 \$25.00

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03 JUN 13 PM 3:48

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**ARTICLES OF AMENDMENT  
CHAPTER 180**

*\$40.<sup>00</sup> + 25.<sup>00</sup> Exp*

*- Changes Name*

