

12/29/03

01-02-2004

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

R/



102636817

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.

<p>1. Name of conveying party(ies): Plastic Oddities, Inc.</p> <p><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 <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Diverse Corporate Technologies, Inc.</u> Internal Address: _____ Address: _____ Street Address: <u>219 Shiloh Road</u> City: <u>Forest City</u> State: <u>NC</u> Zip: <u>28043</u></p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>North Carolina</u> <input type="checkbox"/> Other _____</p> <p>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</p>
<p>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 _____</p> <p>Execution Date: <u>September 30, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>1,244,345; 1,170,051; 1,473,168; 1,483,272; 1,479,522; and 1,414,872</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jack B. Hicks, Esq.</u> Internal Address: _____ <u>Womble Carlyle Sandridge & Rice, PLLC</u> <u>P.O. Box 7037</u> Street Address: _____ City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30357-0037</u></p>	<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>165</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-0517</u></p>

DO NOT USE THIS SPACE

9. Signature.

Jack B. Hicks, Esq. Jack B. Hicks 12-23-03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

12/31/2003 LNUELLER 00000063 1244345

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

01 FC:MS21
02 FC:MS22

40.00 DP
125.00 DP

TRADEMARK
REEL: 002894 FRAME: 0059

ASSIGNMENT

WHEREAS, PLASTIC ODDITIES, INC., a corporation organized under the laws of North Carolina having a place of business at 1701 Burke Road, Shelby, North Carolina 28151, ("Assignor") is owner of the entire right, title and interest in and to the marks and registrations identified in the attached Appendix;

WHEREAS, DIVERSE CORPORATE TECHNOLOGIES, INC., a corporation organized under the laws of North Carolina having a place of business located at 219 Shiloh Road, Forest City, North Carolina, 28043 ("Assignee") wishes to acquire and Assignor wishes to transfer to Assignee the entire right, title and interest in said marks and registrations.

NOW, THEREFORE, in view of legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby assign and transfer to Assignee any and all rights, titles, and privileges provided under the trademarks and their registrations under the laws of the United States and the individual states and territories thereof with respect to the foregoing; the goodwill of the business in which the marks are used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof (hereafter "Trademark Rights");

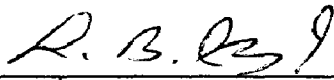
Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

As an authorized representative of Assignor, the undersigned warrants and covenants that the Assignor has the full and unencumbered right to sell and assign the interests herein sold and assigned, that he is authorized to act on behalf of the Assignor, and that the Assignor has not executed and will not execute any document or instrument in conflict herewith.

This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

PLASTIC ODDITIES, INC.

Dated: 9-30-03

By: 
Name: Lewis B Tzetzis
Title: PRESIDENT

APPENDIX

Reg. No. 1,244,345 Flush-Fit

Reg. No. 1,170,051 "Friend of the Plumber"

Reg. No. 1,473,168 Form-a-Space

Reg. No. 1,483,272 Buzy-Izzy

Reg. No. 1,479,522 Nickeland

Mark: "No Wax"