

01-30-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORD TR



102658315

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): Tekmax, Inc.

1-26-04

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

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

2. Name and address of receiving party(ies)

Name: Tekmax Acquisition Company Internal Address:

Street Address: 14515 North Outer Forty Drive, Suite 300

City: Chesterfield State: Missouri Zip: 63017

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 5, 2004

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

A. Trademark Application No. (s) 76/299,906

B. Trademark Registration No.(s) 1,577,321 1,577,322 1,601,896 2,126,229

Additional number(s) attached Yes No

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

Name: Kurt F. James

Internal Address:

Senniger, Powers, Leavitt & Roedel

Street Address:

One Metropolitan Square, 16th Floor

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 5

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

19-1345

(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.

Kurt F. James Name of Person Signing

Signature

Date

January 23, 2004

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

01/29/2004 DBYRNE 00000179 1577321

01 FC:8521

40.00 Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

TRADEMARK REEL: 002905 FRAME: 0807

ASSIGNMENT

1. **WHEREAS**, Tekmax, Inc. of 32220 East Highway 34, Tangent, Oregon 97389, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon (hereinafter referred to as Assignor), has adopted and used, or intends to use, in its business certain trademarks; and

2. **WHEREAS**, Assignor has certain registrations and an application for registration in the United States Patent and Trademark Office relating to said trademarks; and

3. **WHEREAS**, Tekmax Acquisition Company of 14515 North Outer Forty Drive, Suite 300, Chesterfield, Missouri 63017, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest of Assignor in said trademarks, said registrations, and said application for registration and the good will of the business in connection with which said trademarks are used;

4. **NOW, THEREFORE**, in consideration of the sum one dollar (\$1.00) and other good and valuable consideration by assignee to assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world in and to said trademarks, said registrations, and said application for registration together with the good will of the business in connection with which said trademarks are used, and the business to which the trademark of the application for registration pertains, and together with full right to sue for and recover all

profits and damages recoverable from past infringements of said trademarks; including specifically, without limiting the generality of the foregoing, the United States registrations and application for registration listed below.

5. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by assignor had this sale and assignment not been made.

6. **THE UNITED STATES TRADEMARK REGISTRATION(S) ARE AS FOLLOWS:**

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Trademark</u>
1,577,321	1/16/1990	ROTO-VAC
1,577,322	1/16/1990	TEKMAX
1,601,896	6/19/1990	PRESSWELD
2,126,229	12/30/1997	SHARPFLEX

7. **THE UNITED STATES TRADEMARK APPLICATION(S) IS AS FOLLOWS:**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Trademark</u>
76/299,906	8/14/2001	SIMULCAST

8. **IN WITNESS WHEREOF** the parties have hereinunder set their hands

TEKMAX, INC.

By 
David Johnson

Title: President

Date Jan 5, 2004

ACKNOWLEDGMENT

State of Oregon)
) SS.
County of Multnomah)

On this 5th day of January, 2004, before me personally appeared David Johnson, to me known, who, being by me duly sworn, did depose and say that he is President of Tekmax, Inc., the corporation described in and which executed the above instrument.

My Commission Expires: *Curt B Gleaves*
12/22/07 Notary Public

(Notarial Seal)

