

8/4/04

08-05-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
OFFICE OF THE
States Patent and Trademark Office

REC 102806668
TRADEMARKS ONLY

2004 AUG -4 PM 3:03

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or file the address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
FASTPromo, Inc.

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

Citizenship (see guidelines) Florida

Execution Date(s) 7/8/04

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached?

Name: FASTSIGNS International, Inc.
Internal Address: _____
Address: _____
Street Address: 2550 Midway Rd. Ste 150
City: Carrollton
State: TX
Country: USA Zip: 75006

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Texas
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 78128649

B. Trademark Registration No.(s) 2815749

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Preparation of custom advertisements and custom promotional products and advertising specialties for others

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

Name: Stephanie Brooks
Internal Address: _____
Street Address: 2550 Midway Road
Ste 150
City: Carrollton
State: Tx Zip: 75006
Phone Number: 214-346-5609
Fax Number: 214-346-5793
Email Address: Stephanie.Brooks@fastsigns.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 100

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2179
Expiration Date 01/05

b. Deposit Account Number _____
Authorized User Name Mary Ryan

9. Signature: Stephanie Brooks 8-2-04
Signature Date

Stephanie Brooks
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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AGREEMENT

THIS AGREEMENT (the "Assignment Agreement") with an effective date of July 7, 2004 by and between Fast Promo, Inc. whose principal address is located at FASTSIGNS, 1817 East Fowler Avenue, Tampa, Florida 33612 (hereinafter referred to as "Assignor"), and FASTSIGNS International, Inc. which has its principal address at 2550 Midway Road, Suite 150, Carrollton, Texas 75006 (hereinafter referred to as "Assignee").

WITNESSETH

WHEREAS, Assignor has been and is using the mark "FASTPROMO, Wearables & Promotional Items" for the preparation of custom advertisements and custom promotional products and advertising specialties for others; and

WHEREAS, Assignor has common law rights in the name and mark "FASTPROMO Wearables and Promotional Items" and owns a valid and subsisting federal registration for the mark "FASTPROMO Wearables & Promotional Items", bearing Registration No. 2815749.

WHEREAS, Assignor has agreed to assign and Assignee has agreed to the assignment of all rights, title and interest in and to Mark and the goodwill associated with the Mark.

NOW THEREFORE in consideration of the above premises and following agreements and covenants, the parties agree as follows:

For the purposes of this Assignment Agreement, the "Mark" shall be defined as the mark "FASTPROMO, Wearables & Promotional Items," including in all fonts, styles, colors, and variations, alone or in combination with other marks, whether used as a trade-mark or as part of a corporate, partnership, business or other name or in any other manner.

1. TERMINATION OF USE OF MARK. Immediately upon execution of this Assignment Agreement, Assignor will remove, change or cancel all signage, billboards, advertising, letterhead, brochures, invoices, Yellow Pages or directory listings (when current listing(s) expire) and other items which use the Mark. All use of the Mark shall cease within thirty days (30) of the date of execution of this Assignment Agreement (the "Termination Date"). As of the Termination Date, Assignor shall permanently

terminate and refrain from any further use of the Mark. Assignor shall also file, within seven (7) business days from the effective date of this Assignment Agreement, any documents necessary to cancel any corporate or business name registrations that include the "FASTPROMO, Wearables & Promotional Items" or "FASTPROMO" name or any similar name.

2. ASSIGNMENT OF THE MARK. For the consideration provided in this Assignment Agreement, Assignor hereby assigns to Assignee, and shall execute the Assignment attached as Exhibit A, to sell, assign, transfer and set over to Assignee all of its right, title and interest in, to and under the Mark, together with the goodwill of the business symbolized by the Mark.

3. CONSIDERATION. Assignee agrees to pay to Assignor as consideration for Assignor's promises under this Assignment Agreement the consideration set forth in paragraphs 1-Exemption of Royalties and 2-Reduced Royalty Program under the Terms of the Advertising and Promotional Products Letter Agreement dated June 10, 2004 provided that Assignor has previously provided to Assignee documentary evidence that all use of the Mark has ceased.

4. USE OF MARK. Assignor agrees not to use any reproduction, counterfeit, copy, or colorable imitation of the Mark, either in connection with any other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Assignee's rights in and to the Mark, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection or former association or connection with the Mark constituting unfair competition.

5. PHONE NUMBER. Upon execution of this Assignment Agreement, Assignee agrees to disconnect the business telephone number(s) ("Numbers") associated with the mark or only use the Numbers for FASTSIGNS related business.

6. REPRESENTATIONS AND WARRANTIES. The parties hereto represent and warrant that they have full power and authority to enter into this Assignment Agreement and undertake the obligations set forth hereunder and that the signatures affixed to the Assignment Agreement and any ancillary documents are duly authorized.

7. FURTHER ASSURANCES. Assignor agrees not to challenge or oppose, or to assist another to challenge or oppose, Assignee or its successors and assigns' use of, registration of or exclusive ownership rights in and to the Mark, including but not limited to, opposing or challenging any trademark applications or registrations Assignee or its successors and assigns may file or obtain for the Mark or variations thereof.

8. EXPENSES. Notwithstanding any provision of this Assignment Agreement to the contrary, each Assignor and Assignee shall each pay its own expenses.

9. COUNTERPARTS. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

10. APPLICABLE LAW. As applicable, this Assignment Agreement shall be construed and interpreted in accordance with the Lanham Act (15 U.S.C. §1051 et seq.) and/or the laws of the State of Texas. Any litigation arising from this Assignment Agreement will be pursued in the state or federal courts located in Dallas County, Texas. This Assignment Agreement constitutes the entire agreement between the parties hereto, and it supersedes any prior agreements or understandings between them relating to the subject matter hereof. There are no agreements, covenants, conditions or limitations of this Assignment Agreement that are not expressly stated herein. Further, the parties hereto agree that this Assignment Agreement may not be amended or changed in any way except by a written instrument signed by each of the parties hereto.

11. ENFORCEABILITY OF OBLIGATIONS. This Assignment Agreement constitutes valid and binding obligations of Seller.

13. BINDING EFFECT. This Assignment Agreement shall have an unlimited term and shall be fully binding upon and inure to the benefit of each of the parties hereto and each of their respective successors and assigns.

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

ASSIGNOR:

Fast Promo, Inc. a Florida corporation

John Prust
18 July, 2009
(Date)

ASSIGNEE:

FASTSIGNS International, Inc.
a Texas corporation

Samuel, Sr. VP Franchise Relations & Development
6/14/09
(Date)

EXHIBIT A

ASSIGNMENT

See attached.

ASSIGNMENT

WHEREAS, Fast Promo, Inc., a Florida corporation, whose principal address is located at FASTSIGNS, 1817 East Fowler Avenue, Tampa, Florida 33612, has adopted and is using the trademark FASTPROMO, Wearables & Promotional Items in connection with wearables and promotional items business located at 1817 East Fowler Avenue, Tampa, Florida 33612 (the "Mark"); and

WHEREAS, Fast Promo, Inc. owns a valid and subsisting federal registration for the service mark FAST PROMO Wearable & Promotional Items, bearing Registration No. 2815749.

WHEREAS, FASTSIGNS International, Inc., a Texas corporation, which has its principal address at 2550 Midway Road, Suite 150, Carrollton, Texas 75006, desires to acquire the rights of Fast Promo, Inc. in and to said Mark;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Fast Promo, Inc. does hereby assign unto the aforesaid FASTSIGNS International, Inc., all of its right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark.

Fast Promo, Inc.

By John Aramatas
John Aramatas
Date: 8 July, 2004