

08-26-2004

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

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



8/23/04

RECC  
TRADEMARKS ONE  
102823342

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

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

CONBRACO INDUSTRIES, INC.

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

Citizenship (see guidelines) U.S.

Execution Date(s) August 18, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: PETER PAPPAS

Internal

Address:

Street Address: 23 Rose Farm Lane

City: Woburn

State: Massachusetts

Country: U.S. Zip: 01801

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship

Other Individual Citizenship U.S.

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)

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

A. Trademark Application No.(s)

78/393,298

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: John L. Capone, Cesari and McKenna

Internal Address: Suite 271

Street Address: 88 Black Falcon Avenue

City: Boston

State: Massachusetts Zip: 02210

Phone Number: (617) 951-2500

Fax Number: (617) 951-3927

Email Address:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 03-1237

Authorized User Name \_\_\_\_\_

9. Signature:

John L. Capone

Signature

Date

John L. Capone, Reg. No. 41,656

Name of Person Signing

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

1

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

OPR/FINANCE  
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## TRADEMARK ASSIGNMENT

WHEREAS, CONBRACO INDUSTRIES, INC. (hereinafter "Assignor"), a North Carolina corporation located at 701 Matthews-Mint Hill Road, Matthews, North Carolina 28105, is the owner of the entire right, title and interest in and to the mark "Alleviator" and the corresponding United States Trademark application for the "Alleviator" mark, which bears Serial Number 78393298 (hereinafter collectively referred to as "TRADEMARK");

WHEREAS, PETER PAPPAS, (hereinafter "Assignee"), an individual and United States citizen, with a mailing address of 23 Rose Farm Lane, Woburn, Massachusetts 01801, is desirous of acquiring the TRADEMARK; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, CONBRACO INDUSTRIES, INC. does hereby assign to PETER PAPPAS all right, title and interest in and to the TRADEMARK together with the goodwill of the business symbolized by the TRADEMARK, the right to register and renew the Trademark to be held and enjoyed by Assignee for his own use and benefit and for the use and benefit of his successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of any or all of said TRADEMARK and with the right to sue and collect the same for his own use or for the use of his successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all applications for registration of the TRADEMARK to Assignee as assignee of the

entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this assignment.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at Assignee's expense, communicate to Assignee any facts relating to the TRADEMARK known to Assignor. If necessary, upon the request of the Assignee and at Assignee's expense, Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office.

Assignor agrees that at any time from time to time, at Assignor's sole cost and expense, to obtain, procure, execute and deliver, file and affix such further agreements, bills of sale and assignments, instruments, documents, notices, statements, writings, powers, tax stamps and information, and to do or cause to be done all such further acts and things (including the execution, delivery and filing of transfer documents, payment of filing fees and transfer fees, gains and recording taxes) as Assignee may reasonably request, from time to time, in its discretion. Without limiting the foregoing, Assignor authorizes Assignee to execute and file, or file without Assignor's signature, any and all transfer documents, and amendments thereto and continuations thereof, as Assignee deems necessary or appropriate. Assignor further agrees that it will promptly notify Assignee of and agree to correct any defect, error or omission in the contents of any of the transfer documents or in the execution, delivery or acknowledgment thereof.

IN WITNESS WHEREOF, CONBRACO INDUSTRIES, INC. has caused this Assignment to be executed under seal by its duly authorized agent this 18 day of August, 2004.

CONBRACO INDUSTRIES, INC.

By: Eric Miller  
Title: VP of Finance, Treasurer

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, LORIS MURTOREFF, A Notary Public for said County and State, do hereby certify that Eric Miller personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18 day of August, 2004.

Loris Murtoreff  
Notary Public

My commission expires: 12/6/2005