

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Lobeison-McCabe Inc.

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

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 16, 2004

- 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: Award, Inc.
 Internal
 Address: c/o John Hooton
 Street Address: 7000 West Belt Drive
 City: Nashville
 State: TN
 Country: United States Zip: 37209

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship United States (Tennessee)
- 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)

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)
2,055,113

Additional sheet(s) attached? Yes No

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

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

Name: George V. Crawford III, Esq.
 Internal Address: Gullett, Sanford, Robinson & Martin PLLC
Suite 1100
 Street Address: 315 Deaderick Street
 City: Nashville
 State: TN Zip: 37238-2102
 Phone Number: 615-244-4994
 Fax Number: 615-256-6339
 Email Address: gcrawfordiii@gprm.com

6. Total number of applications and registrations involved:

1

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Signature

April 15, 2005
Date

George V. Crawford III
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 16th day of April, 2004, by and among **AWARD, INC.**, a Tennessee corporation ("Assignee"), and **LOBELSON-MCCABE INC.**, a Delaware corporation ("Assignor").

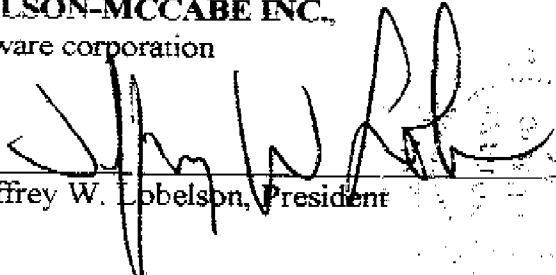
WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated April 20, 2004 (the "Agreement"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire the trademark registrations/applications identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Marks"), and the goodwill of the business symbolized by the Marks, on the terms and conditions set forth in the Agreement; and

WHEREAS, Assignee wishes to acquire Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, and otherwise conveys to Assignee, its successors, legal representatives, and assigns, all of Assignor's right, title, and interest in and to the Marks, including any rights therein arising under common law, and which includes the use of Marks alone or in combination with other words, figures, designs, or indicia, including any rights, title, and interest as service marks, trademarks, trade names, and all common law rights connected therewith, together with the goodwill of the business symbolized by the Marks and all claims and causes of action relating to infringement of the Marks, including the right to collect damages for such infringements, the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives, and assigns.

Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Marks to Assignee.

LOBELSON-MCCABE INC.,
a Delaware corporation

By: 
Jeffrey W. Lobelson, President

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JEFFREY W. LOBELSON, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 17th day of August, 2004.

Deborah C. Giles
Notary Public

My Commission Expires:
July 30, 2005



Schedule A

1. AWARD - Registration with the United States Patent and Trademark Office under Reg. No. 2,055,113 and Ser. No. 75-104,811.
2. AWARD - Application number 20010507 filed on January 3, 2001 for registration in the Dominican Republic.