

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party:

Sovereign Holdings, LLC

- Individual(s)
- General Partnership
- Corporation-Louisiana
- Association
- Limited Partnership:
- Other: Limited Liability Company - Michigan

Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and address of receiving party(ies)

Name: Logotel, Inc.  
2205 Warwick Way, Suite 300  
Marriottsville, Maryland 21104

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

3. Nature of conveyance:

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

Execution Date: May 8, 2005 (all)

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)  
Additional name(s) & address(es) attached?  yes  no

4. Application number(s) or registration numbers:

A. Trademark Application No.(s)

78/593,117

B. Trademark Registration No.(s)

Additional number(s) attached  yes  no

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

Name: Christopher Kelly

Internal Address

Street Address: Wiley Rein & Fielding, LLP

1776 K Street, N.W.

City: Washington State DC

Zip 20006

6. Total number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 501129

(Attached 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 ongoing information is true and correct and any attached copy is a true copy of the original document

Christopher Kelly  
Name of Person Signing

  
Signature

5/10/05  
Date

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

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

TRADEMARK

700178399

REEL: 003114 FRAME: 0992

CH \$40.00 501129 78593117

ADDITIONAL CONVEYING PARTIES  
SERIAL NO. 78/593,117

1. Logotel Properties, Inc.  
Michigan Corporation
2. Dave Sutton  
Individual U.S. Citizen

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**ASSIGNMENT OF MARKS**

THIS ASSIGNMENT OF MARKS (this "Assignment") is made as of May 8, 2005 by Sovereign Holdings, LLC, Logotel Properties, Inc. and Dave Sutton (collectively "Assignor") to Logotel, Inc., a Maryland corporation ("Assignee").

Sovereign Holdings, LLC is a limited liability company organized under the laws of the state of Michigan and having its principal office at 23 East Front Street, Monroe, Michigan 48161. Logotel Properties, Inc. is a corporation organized under the laws of the state of Michigan and having its mailing address at P.O. 865 Monroe, MI. 48161. Dave Sutton is an individual with offices at 23 East Front Street, Monroe, Michigan 48161. Assignor acknowledges that it is listed as the registered owner of certain marks by the U.S. Patent and Trademark Office.

Assignee is a corporation organized under the laws of the state of Maryland, having its principal office at 2205 Warwick Way, Suite 300, Marriottsville, Maryland 21104, and desires to acquire certain marks held by Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Assignor hereby irrevocably transfers, assigns, conveys and delivers to Assignee, its successors and assigns, all Assignor's right, title and interest in, to, and under any marks containing the word to "Logotel" or any variation thereof, and any and all registrations thereof and applications therefore (wherever filed) including, without limitation, the registered marks set forth on Exhibit A attached hereto (collectively, the "Marks"), together with the goodwill, if any, associated with the use of the Marks, free and clear of any liens, licenses, claims, encumbrances or other agreements (written or implied) relating to the Marks.

2. Assignor further assigns unto Assignee all right to sue for and to receive all damages accruing from past infringement of the Marks.

3. Assignor agrees that, upon the request of Assignee or Assignee's successors, it will execute all documents, make all rightful oaths, testify on behalf of Assignee or Assignee's successors and do all other lawful acts necessary to carry out the intent of this Assignment.

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE TO ASSIGNMENT OF MARKS


IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first set forth above.

SOVEREIGN HOLDINGS, LLC

By:   
Name: DAVID B. SUTTON  
Title: MANAGER

LOGOTEL PROPERTIES, INC.

By:   
Name: DAVID B. SUTTON  
Title: PRES.

  
Dave Sutton

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**EXHIBIT A**

Mark	Serial No.	Reg. No.	Status
THE COOLEST TEE SHIRTS ON THE PLANET LOGOTEL	78593117		Live
THE COOLEST T-SHIRTS ON THE PLANET LOGOTEL	75089248	2113504	Dead
LOGOTEL THE COOLEST T-SHIRTS ON THE PLANET	75080406		Dead