

03-28-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

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102967590
RECORD 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)/Execution Date(s):

ASC, Inc.
100 N. Park Avenue
Peru, IN 46970

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

Citizenship (see guidelines) Indiana

Execution Date(s) February 9, 2005

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name Celebre, LLC

Internal

Address

Street Address 1955 Vaughn Rd; Suite 109

City Kennesaw

State GA

Country USA Zip 30144

☐ Association Citizenship

☐ General Partnership Citizenship

☐ Limited Partnership Citizenship

☐ Corporation Citizenship

☒ Other limited liability company Citizenship Georgia

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)

76/197,194

B. Trademark Registration No(s)

2,750,919

Additional sheet(s) attached? ☐ Yes ☒ No

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

THAT'S MY BABY

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

Name Eugene W. Luciani

Internal Address

Street Address 1505 Lakes Pky; Ste 100

City Lawrenceville

State GA Zip 30043

Phone Number 770-822-0900

Fax Number 770-822-9680

Email Address gluciani@atmlawfirm.com

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

Authorized User Name

9. Signature:

Michael Bakehorn, Pres
Signature

2/9/05
Date

Michael Bakehorn, as President, ASC, Inc.

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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TRADEMARK
REEL: 003142 FRAME: 0229

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of February 9th, 2005 by and between ASC, INC., f/k/a The American Stationery Company, Inc., an Indiana corporation (the "Assignor"), and CELEBRE, LLC, a Georgia limited liability company ("Assignee").

Statement of Background

On even date herewith, the Assignor and Assignee have executed that certain Purchase Agreement (the "Purchase Agreement"). Pursuant to the terms of the Purchase Agreement the parties are obligated to enter into and deliver this Assignment.

Statement of Agreement

NOW, THEREFORE, for and in consideration of the sum of \$10.00 cash in hand paid, Assignor hereby transfers, assigns and conveys to Assignee all of its rights, title and interest in and to the trademark THAT'S MY BABY (the "Mark") together with all registrations thereof, including the registration obtained from the United States Patent and Trademark Office (USPTO) having the registration number 2750919, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, throughout the world, and also along with the right to recover for damages and profits for past, present or future infringements thereof.

At Assignee's cost and expense, Assignor agrees to execute and deliver at the reasonable request of Assignee, all papers, instruments, assignments and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title and interest in and to the Mark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, this Assignment is executed by the duly authorized officers of the parties hereto as of the date first written above.

ASSIGNOR:

ASC, INC., an Indiana corporation

By: Michael Bakehorn President
Michael Bakehorn, President

ASSIGNEE:

CELEBRE, LLC, a Georgia limited liability company

By: Douglas J. Warner
Douglas J. Warner, CEO