

05-13-2005



RECORD  
TRAC

103002764  
TRADEMARK ONLY

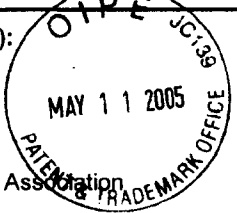
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Stuart's Farm Service, Inc. a Florida Corporation  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Channel Industries, Inc  
Internal Address: \_\_\_\_\_  
Address: 12181 Everglades Street  
Street Address: \_\_\_\_\_  
City: Canal Point  
State: Florida  
Country: US Zip: 33438

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship US/Florida  
 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 / Execution Date(s) :

Execution Date(s) 4-22-05

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) \_\_\_\_\_  
B. Trademark Registration No.(s) 1172889

Additional sheet(s) attached?  Yes  No

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

Pelican Pumps

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

Name: Channel Industries, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 12181 Everglades St.  
City: Canal Point  
State: Florida Zip: 33438  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

8. Payment Information:

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

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: [Signature]      27 April 05  
Signature      Date  
James Golob      \_\_\_\_\_  
Name of Person Signing

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

05/13/2005 10:00 AM BY: 0000074 1172889  
01 FC:0521

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

## ASSIGNMENT

THIS Agreement, made this 27<sup>th</sup> day of April, 2005, by Stuart's Farm Service, Inc., a Florida corporation ("Assignor") and Channel Industries Inc., a Florida corporation ("Assignee").

WHEREAS, Assignor and James Goldie entered into a certain Standard Asset Purchase Contract and Receipt dated on or about 1/3/05 (the "Agreement", which is incorporated herein by reference and made a part hereof), as assigned to Assignee, for the sale by Assignor to Assignee of all Assignor's right, title and interest in and to all of the assets owned by Assignor and/or used by the Assignor in its business conducted at 12181 Everglades Street, Canal Point, Florida 33438 ("Business");

WHEREAS, Assignor has agreed to sell and assign to Assignee and Assignee has agreed to purchase from Assignor all of those assets pertaining to and appurtenant to the Business; and

WHEREAS, as a condition to the sale, Assignee has required Assignor to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, and intending to be legally bound, Assignor transfers, assigns and conveys to Assignee, on an exclusive basis, the ownership of the following, and all of Assignor's rights, title, privilege, benefits and interest in and to the following, free and clear of all claims, liens and encumbrances:

1. The trademark "Pelican Pumps" under Serial Number 73264479 and Registration Number 1172889 (for additional reference See Exhibit "A") ("Assigned Property").

This Agreement shall constitute a direction to and full authority to all persons whatsoever, to act as Assignee's written direction and otherwise perform on Assignee's behalf subject to the terms and conditions of said agreements, without proof of authorization from Assignee. Assignor hereby acknowledges and agrees that all such parties are hereby irrevocably authorized and directed to rely upon and comply with any written request, notice and demand made by Assignee with respect to such Assigned Property.

2. Intentionally Deleted.

3. Assignor warrants and represents:

- a. That it has the full right, power and authority to execute and deliver this Assignment.
- b. That it has not made and shall not hereafter make any transfer, assignment, pledge, transfer or hypothecation of the Assigned Property, and that the same is owned by Assignor and is free and clear of all claims and liens and encumbrances of every nature.
- c. When the context so requires, the singular shall include the plural and conversely, and use of any gender shall include all genders. This Assignment and the agreements and undertakings of Assignee hereunder shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall be governed by and construed according to the laws of the State of Florida. Should it be necessary for either party to this Agreement to seek redress by court proceedings against the other for any default hereunder, or to defend same, then, and in that event, the prevailing party shall be entitled to recover all costs of such proceedings, including reasonable attorney's fees from the nonprevailing party at trial, and all appellate

**TRADEMARK**

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levels. Venue shall rest in Palm Beach County, Florida and Florida law shall apply.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on the date first above written.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

STUART'S FARM SERVICE, INC., a Florida corporation

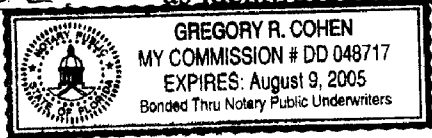
By: Clifford H. Stuart  
Clifford H. Stuart, President

CHANNEL INDUSTRIES, INC., a Florida corporation

By: James Gaddie  
Print: James Gaddie  
Its: President

STATE OF FLORIDA )  
COUNTY OF Palm Beach )

I hereby certify that the foregoing instrument was acknowledged before me this 27 day of April, 2005, by Clifford H. Stuart as President of Stuart's Farm Service, Inc., a Florida corporation on behalf of the corporation, who is personally known to me or has produced D.L. as identification and did not take an oath.



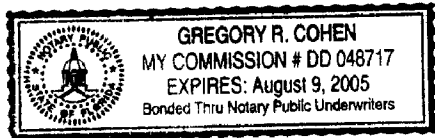
Sign: [Signature]  
Notary Public

Print: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF Palm Beach )

I hereby certify that the foregoing instrument was acknowledged before me this 27 day of April, 2005, by James Gaddie as President of Channel Industries, Inc., a Florida corporation on behalf of the corporation, who is personally known to me or has produced D.L. as identification and did not take an oath.



Sign: [Signature]  
Notary Public

Print: \_\_\_\_\_

My commission expires: \_\_\_\_\_

EXHIBIT "A"

*See attached*

**Thank you for your request. Here are the latest results from the TARR web server.**

**This page was generated by the TARR system on 2005-04-21 11:13:14 ET**

**Serial Number:** 73264479

**Registration Number:** 1172889

**Mark**

**PELICAN  PUMPS**

**(words only):** PELICAN PUMPS

**Standard Character claim:** No

**Current Status:** This registration has been renewed.

**Date of Status:** 2001-06-16

**Filing Date:** 1980-06-02

**Transformed into a National Application:** No

**Registration Date:** 1981-10-13

**Register:** Principal

**Law Office Assigned:** (NOT AVAILABLE)

**If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov)**

**Current Location:** 900 -File Repository (Franconia)

**Date In Location:** 2001-06-20

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**LAST APPLICANT(S)/OWNER(S) OF RECORD**

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1. Stuart's Farm Service, Inc.

**Address:**

Stuart's Farm Service, Inc.  
P.O. Box 65

Canal Point, FL 33438  
United States  
**Legal Entity Type:** Corporation  
**State or Country of Incorporation:** Florida

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**GOODS AND/OR SERVICES**

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**International Class:** 007  
De-Watering and Irrigation Pumps  
**First Use Date:** 1968-11-01  
**First Use in Commerce Date:** 1975-00-00

**Basis:** 1(a)

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**ADDITIONAL INFORMATION**

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**Disclaimer:** Applicant disclaims the word "Pumps" apart from the mark as a whole, without waiver of common law rights.

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**MADRID PROTOCOL INFORMATION**

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(NOT AVAILABLE)

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**PROSECUTION HISTORY**

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2001-06-16 - First renewal 10 year  
2001-06-16 - Section 8 (10-year) accepted/ Section 9 granted  
2001-02-14 - Combined Section 8 (10-year)/Section 9 filed  
1988-03-23 - Section 8 (6-year) accepted & Section 15 acknowledged  
1987-09-08 - Section 8 (6-year) and Section 15 Filed  
1981-10-13 - Registered - Principal Register  
1981-07-21 - Published for opposition

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**CORRESPONDENCE INFORMATION**

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**Correspondent**  
BARRY L. HALEY  
MALIN HALEY & DIMAGGIO, PA  
1936 SOUTH ANDREWS AVENUE  
FORT LAUDERDALE, FL 33316



United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (TESS)

### Trademark Electronic Search System (TESS)

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## Record 1 out of 1

**Check Status** (TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the internet Browser to return to TESS)

# PELICAN PUMPS

Word Mark	PELICAN PUMPS
Goods and Services	IC 007, US 023, G & S: De-Watering and Irrigation Pumps. FIRST USE: 19681101, FIRST USE IN COMMERCE: 19750000
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	031609
Serial Number	73264479
Filing Date	June 2, 1980
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	July 21, 1981
Registration Number	1172889
Registration Date	October 13, 1981
Owner	(REGISTRANT) Stuart's Farm Service, Inc. CORPORATION FLORIDA P.O. Box 85 Canal Point FLORIDA 33438
Disclaimer	Applicant disclaims the word "Pumps" apart from the mark as a whole, without waiver of common law rights.
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15, SECT 8 (6-YR), SECTION 8(10-YR) 20010616.
Renewal	1ST RENEWAL 20010616
Live/Dead Indicator	LIVE