

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Athletic Advantage, Inc.		07/19/1995	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Strength Systems, Inc.(formerly Strength Footwear, Inc.)		
Street Address:	201 James Drive East		
City:	St. Rose		
State/Country:	LOUISIANA		
Postal Code:	70087		
Entity Type:	CORPORATION: LOUISIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1381626	HEAVYROPE	
CORRESPONDENCE DATA			
Fax Number:	(225)926-2685		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	225-927-9908		
Email:	sdoody@aol.com		
Correspondent Name:	Stephen R. Doody		
Address Line 1:	2355 Drusilla Lane		
Address Line 4:	Baton Rouge, LOUISIANA 70809		
ATTORNEY DOCKET NUMBER:	11058.005		
NAME OF SUBMITTER:	Stephen R. Doody		
Signature:	/srd/		
Date:	01/27/2006		

OP \$40.00 1381626

Total Attachments: 15

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LICENSE AGREEMENT

This License Agreement, effective this 1st day of July, 1995, by and between **ATHLETIC ADVANTAGE, INCORPORATED** (hereinafter referred to as "ATHLETIC"), a corporation organized under the laws of Michigan and having its principal office located at 660 36th Street SW, Grand Rapids, Michigan 49509, and **STRENGTH FOOTWEAR, INC.** (hereinafter referred to sometimes as "STRENGTH"), a corporation organized and existing under the laws of the State of Louisiana and having its principal office located at 450 31st Street, Kenner, Louisiana 70065;

WITNESSETH that:

WHEREAS, ATHLETIC is the owner of certain patent rights relating to training devices which it refers to as the Heavyrope and/or Heavyrope® CrossTrainer, and has accumulated technical and business information regarding the design, manufacture, use, application and sale of said training devices; and

WHEREAS, STRENGTH is desirous of acquiring the right to use said patent rights of ATHLETIC and to be afforded access to and the benefit of said technical information of ATHLETIC; and

WHEREAS, ATHLETIC and STRENGTH now deem it to be to their mutual advantage to establish certain relationships and arrangements with respect to the granting of a license relating to said patent rights and technical information;

NOW, THEREFORE, for good and valuable consideration, including the mutual agreements hereinafter contained, ATHLETIC and STRENGTH agree as follows:

ARTICLE I

Definitions

- A. The term "Patent Rights" as used herein shall mean, collectively, United States Patent No. 4,505,474 issued March 19, 1985, and Canadian Patent No. 1,240,720 issued August 16, 1988, and the inventions claimed therein; any and all continuation and/or divisional applications relating thereto, as well as all patents which have or may issue on such

continuation and/or divisional applications; any and all reissued, renewed and/or reexamined patents relating thereto; any and all improvements, improvement patent applications and/or improvement patents relating thereto; and any and all past, present and future claims and/or causes of action in favor of ATHLETIC relating to the infringement thereof.

- B. The term "Technical Information" as used herein shall mean any and all information pertaining to the Heavyrope and Heavyrope® CrossTrainer devices, whether written or oral, including without limitation all technical facts, technical information, trade secrets, data, know-how, advice, business information, and sourcing information related to all components and assembly of such devices, including but not limited to the devices disclosed in the Patent Rights.
- C. The term "effective date" as used herein shall mean the 1st day of July, 1995.

ARTICLE II

License Granted

ATHLETIC hereby grants to STRENGTH, and STRENGTH hereby accepts, upon the terms and conditions set forth herein, the exclusive license and right, with the right to sublicense others, to manufacture, have manufactured, import, offer for sale, sell, have sold, use said Patent Rights and Technical Information in and/or into the United States, Canada, their respective territories and possessions and any other geographical areas where said Patent Rights may be valid and enforceable (collectively referred to as the "Territory"). "Exclusive" as used herein shall mean that ATHLETIC itself, effective July 1, 1995, is also excluded from manufacturing, having manufactured, importing, selling, offering for sale, having sold and using said patents rights and technical information in the Territory.

ARTICLE III

Royalty

- A. In consideration for said license grant, STRENGTH shall pay royalties to ATHLETIC as follows:

1. 5% of the gross invoice amount on the sale of Heavyrope and Heavyrope® CrossTrainer devices claimed in the Patent Rights which are sold by STRENGTH in the United States, its territories and possessions during the effective term of this Agreement and prior to either a) the expiration of the Patent Rights in the United States covering the Heavyrope and Heavyrope® CrossTrainer, or b) the termination of said Patent Rights in the United States if termination should occur before expiration, such as by a judgment of patent invalidity.
2. 5% of the gross invoice amount on the sale of Heavyrope and Heavyrope® CrossTrainer devices claimed in the Patent Rights which are sold by STRENGTH in Canada, its territories and possessions during the effective term of this Agreement and prior to either a) the expiration of the Patent Rights in Canada covering the Heavyrope and Heavyrope® CrossTrainer, or b) the termination of said Patent Rights in Canada if termination should occur before expiration, such as by a judgment of patent invalidity.
3. 5% of the gross invoice amount on the sale of miscellaneous items sold by STRENGTH in the United States, its territories and possessions, such as t-shirts, caps, posters and other such items, which refer or are related to, or are marketed under the same trademark as, the Heavyrope and Heavyrope® CrossTrainer claimed in the Patent Rights, during the same time period specified in Article III (A) (1) hereinabove.
4. 5% of the gross invoice amount on the sale of miscellaneous items sold by STRENGTH in Canada, its territories and possessions, such as t-shirts, caps, posters and other such items, which refer or are related to, or are marketed under the same trademark as, the Heavyrope and Heavyrope® CrossTrainer claimed in the Patent Rights, during the same time period specified in Article III (A) (2)

hereinabove.

5. 5% of the amount actually received by STRENGTH or from its sublicensees, generated through said sublicensees' commercialization of the items described in, in the area described in and during the time described in, Article III (A) (1) and (2) hereinabove.
6. Simultaneous with the execution of this Agreement, STRENGTH shall pay to ATHLETIC the sum of \$75,000.00, which payment is subject to the following terms and conditions:
 - (a) \$25,000.00 of said \$75,000.00 shall be considered and treated as an advance against future royalties which may be due to ATHLETIC pursuant to this Agreement. More specifically, said \$25,000.00 shall be considered to be (i) in full satisfaction of the minimum royalty of \$20,000.00 due under Article III (A) (7) for the period July 1, 1995 through June 30, 1996, and (ii) in partial satisfaction, i.e., payment of \$5,000.00 towards, the minimum royalty of \$40,000.00 due under Article III (A) (7) for the time period July 1, 1996 through June 30, 1997.
 - (b) Said \$75,000.00 payment shall be in the form of a check made payable to, and immediately deposited into, an escrow account to be established by the parties pursuant to the terms of the escrow agreement entered into between the parties simultaneously with the execution of this Agreement. A copy of said escrow agreement is attached hereto as Exhibit "A".
7. MINIMUM ROYALTIES. Notwithstanding the other provisions of this Agreement, and subject to the provisions of Article IV (C) and Article III (A)(7)(e), STRENGTH shall make the following minimum royalty payments to ATHLETIC during the following years in which this Agreement is in effect:

- (a) FIRST YEAR. In the first twelve-month period (July 1, 1995 - June 30, 1996) during which this Agreement is in effect, STRENGTH warrants and guarantees a minimum royalty payment to ATHLETIC totaling \$20,000.00, based on any combination of royalties as set forth in Article III (A) (1)-(5). The minimum royalty of \$20,000.00 due in said first year shall be deemed fully satisfied, pursuant to Article III (A)6(a) hereinabove, upon deposit of the \$75,000.00 into the escrow account.
- (b) SECOND YEAR. In the second twelve-month period (July 1, 1996 - June 30, 1997) during which this Agreement is in effect, STRENGTH warrants and guarantees a minimum royalty payment to ATHLETIC totaling at least \$40,000.00, based on any combination of royalties as set forth in Article III (A)(1)-(5) hereinabove. The minimum royalty of \$40,000.00 due in said second year shall be deemed partially satisfied pursuant to Article III (A)6(a) hereinabove, upon deposit of the \$75,000.00 into the escrow account, such that the outstanding balance of the minimum royalty due in said second year is \$35,000.00.
- (c) THIRD YEAR. In the third twelve-month period (July 1, 1997 - June 30, 1998) during which this Agreement is in effect, STRENGTH warrants and guarantees a minimum royalty payment to ATHLETIC totaling at least \$60,000.00, based on any combination of royalties as set forth in Article III (A)(1)-(5) hereinabove.
- (d) ROYALTY COMBINATIONS. The minimum royalties specified in Article III (A)(7)(a)-(c) may be satisfied by any combination of royalties paid to ATHLETIC pursuant to Article III (A)(1)-(5). If STRENGTH fails to satisfy any minimum

royalty for any twelve-month period based on the actual sale of products, STRENGTH shall be permitted to make up any deficit in the minimum royalty due by paying an amount in cash sufficient to cover said deficit for the applicable period, in which event the minimum royalty for that twelve-month period will be considered satisfied.

(e) In the event that ATHLETIC fails to timely satisfy its tasks set forth in Paragraph 3 (A)-(C) of the Escrow Agreement attached hereto as Exhibit "A", STRENGTH shall not be obligated to satisfy the minimum royalty guarantees set forth hereinabove in Article III (A)(7)(a)-(c), although STRENGTH would continue under such circumstances (assuming the Agreement had not been terminated) to be obligated to pay to ATHLETIC the royalties set forth hereinabove in Article III (A)(1)-(5).

- B. Gross invoice amount, as used herein, shall mean the amount which STRENGTH actually charges its customers for the items described hereinabove in Article III (A), excluding taxes and freight charges.
- C. No royalty shall be due hereunder unless and until STRENGTH first receives actual payment on which the royalty is based.
- D. Royalties, if due, are to be paid on the 20th day of the month following the month in which STRENGTH receives payment on which the royalty is based.
- E. It is understood and agreed that no royalty shall be due hereunder for the sale of the Heavyrope or Heavyrope® CrossTrainer devices covered by the claims of a patent which, in that part of the Territory where the sale was made, has expired, or which has terminated prior to expiration, such as by a judgment of patent invalidity.
- F. STRENGTH agrees to keep true and accurate records, files and books of account containing all of the data reasonably required for the full

computation and verification of the royalties to be paid hereunder. STRENGTH further agrees to permit such records, files and books of account to be examined from time to time, during regular business hours, to the extent necessary to verify such royalties, any such examination to be made at the expense of ATHLETIC by an auditor appointed by ATHLETIC who shall be acceptable to STRENGTH, or by a Certified Public Accountant appointed by ATHLETIC, provided that (i) only those royalties paid by STRENGTH to ATHLETIC within the one year period immediately preceding the start of the audit, and their supporting records, files and books of account, shall be subject to audit, (ii) further provided that ATHLETIC, its auditor or CPA shall agree in writing to maintain the confidentiality of STRENGTH's records (except for the amount of royalties paid to ATHLETIC).

- G. It is understood that no royalty shall be due for a sale which has been rescinded by the customer and to whom a refund has been given. If a royalty has been paid on such a sale, STRENGTH is entitled to reimbursement of such royalty or to a credit against future royalties that may otherwise be due to ATHLETIC hereunder.

ARTICLE IV

Term

The term of this License Agreement shall extend to the expiration, or termination if such occurs before expiration, of the latest patent included in the Patent Rights licensed hereunder, subject to Article III (E) and further subject to the following:

- A. This Agreement shall be immediately terminated if STRENGTH files any application for relief under any bankruptcy or insolvency law, or goes into liquidation, receivership or trusteeship. If ATHLETIC files any application for relief under any bankruptcy or insolvency law, or goes into liquidation, receivership or trusteeship, STRENGTH shall retain and may fully exercise all of its rights and elections under the United States Bankruptcy Code and any other applicable laws, as the parties acknowledge and agree that the

rights granted hereunder to STRENGTH pertain to "intellectual property" as per the United States Bankruptcy Code.

- B. If STRENGTH is in default of paying ATHLETIC any royalties due in accordance with Article III herein, ATHLETIC may terminate this Agreement by giving STRENGTH sixty (60) days written notice of such default and of its intent to terminate due to the default, unless during said sixty (60) days STRENGTH cures such default.
- C. Notwithstanding anything to the contrary in this Agreement or in the Escrow Agreement, STRENGTH shall have the discretionary right to terminate this Agreement at any time, upon sixty (60) days written notice to ATHLETIC, without any obligation to pay any royalties or other payments not then due to ATHLETIC.
- D. Upon the termination of this Agreement, STRENGTH shall have no obligations to ATHLETIC hereunder except to pay to ATHLETIC all royalties accrued and due to sales made prior to the termination of the Agreement, including royalties on sales made before termination of the Agreement for which STRENGTH does not receive actual payment until after termination of the Agreement. Additionally, the following provisions of this Agreement shall survive the termination of this Agreement:
 - 1. Article V, Warranty and Indemnification;
 - 2. Article VIII, No Transfer of Liabilities;
 - 3. Article IX, Successors and Assigns;
 - 4. Article X, Infringement Suits;
 - 5. Article XI, Governing Law; and
 - 6. Article XIV, Other Rights Granted by Athletic.

ARTICLE V

Warranty and Indemnification

- A. ATHLETIC represents and warrants that it owns and has the full right and title to the Patent Rights and Technical Information licensed hereunder; that it has the power to grant said license; and that said Patent Rights and

Technological Information are or will be, effective October 1, 1995, unencumbered by any mortgage, lien or other security device or encumbrance of any nature. ATHLETIC further represents and warrants that it has not entered into and will not enter into any Agreements which are inconsistent with this license. As part of this representation and warranty, ATHLETIC has attached hereto in globo as Exhibit "B", a copy of each agreement in the chain of title of U.S. Patent No. 4,505,474 and Canadian Patent No. 1,240,720 from Ernest M. Mattox to ATHLETIC.

- B. ATHLETIC agrees to indemnify, defend and hold STRENGTH harmless from any and all liabilities, claims, damages, demands, costs and expenses which arise out of or result from any claim by any third party to the effect that STRENGTH'S use, manufacturing, sale or other exploitation of the Patent Rights and/or Technical Information constitutes misappropriation or infringement of such third party's rights.
- C. ATHLETIC also represents and warrants as follows:
- (i) that all patent maintenance fees due with respect to U.S. Patent No. 4,505,474 and Canadian Patent No. 1,240,720 have been timely paid up to and including the effective date of this License Agreement, and that said patents are in full force and effect as of said effective date;
 - (ii) that it has no knowledge of any reasons, grounds or claims that either U.S. Patent No. 4,505,474 or Canada Patent No. 1,240,720 is, or should be considered, invalid or unenforceable;
 - (iii) that it has full title to and complete ownership of the marks Heavyrope and Heavyrope® CrossTrainer, and that the assignment of said marks and related rights pursuant to paragraph XIV (A) is free and clear of any mortgages, liens or other security devices or encumbrances of any nature, and that it has no knowledge of any adverse claims of any third parties who may have any reason, ground or other basis for claiming any rights in and to

said marks; and

(iv) that it has full title to and complete ownership of the "on-hand" inventory being transferred to STRENGTH pursuant to Article XIV (B), and that such inventory is free and clear of any mortgages, liens or other security devices or encumbrances of any nature.

D. In the event that ATHLETIC breaches or otherwise fails to satisfy any of its warranty or indemnification obligations under this Agreement, ATHLETIC shall be deemed to be in default of this Agreement effective thirty (30) days after receiving notice of such default from STRENGTH, unless ATHLETIC cures such default within said thirty (30) day period. In the event of any such default by ATHLETIC, STRENGTH shall be entitled to a fully paid-up license to practice and use the Patent Rights and Technical Information, without any further royalties or other payments being due from STRENGTH. This right shall be in addition to rather than in lieu of any and all other rights and recoveries available to STRENGTH under the law on account of such default by ATHLETIC.

ARTICLE VI

Patent Marking

STRENGTH shall mark all items sold or otherwise exploited pursuant to this Agreement which are covered by any of the claims of any patent or patents licensed hereunder, said marking to include the word "Patent" or "Patents", followed by the number(s) of the Patent(s) applicable thereto. ATHLETIC stipulates that STRENGTH will be in compliance with this article if it continues to mark the patented items or their packages in the same manner used by ATHLETIC prior to this Agreement.

ARTICLE VII

Disclosure

ATHLETIC shall furnish and disclose to STRENGTH any and all information and documentation pertaining to the Patent Rights and Technical Information licensed hereunder in order to enable STRENGTH to make, use, sell and/or otherwise commercially exploit said Patent Rights and Technological Information.

commercially exploit said Patent Rights and Technological Information.

ARTICLE VIII

No Transfer of Liabilities

It is understood and agreed that this license does not include any transfer of liabilities and/or obligations from ATHLETIC to STRENGTH. By way of example only, and without limitation, ATHLETIC agrees that as between itself and STRENGTH, it remains liable and responsible for and agrees to indemnify, defend and hold STRENGTH harmless against any damages, injuries, claims, demands and causes of action related to any products or services which ATHLETIC may have a) sold or otherwise distributed prior to the effective date of this Agreement, b) sold or otherwise distributed after the termination of this Agreement, or c) sold or otherwise distributed during the term of this Agreement without the consent of STRENGTH.

ARTICLE IX

Successors and Assigns

It is understood and agreed that this License Agreement is transferable by either party only with the consent of the other party, which consent will not be unreasonably withheld and shall be binding on ATHLETIC, STRENGTH, and their respective successors and permitted assigns.

ARTICLE X

Infringement Suits Against Others

With respect to infringement and/or misappropriation by third parties, during the term of this Agreement, of Patent Rights and/or Technical Information licensed herein, STRENGTH and/or ATHLETIC are empowered, but not required, to bring suit for such infringement and/or misappropriation in their own names, or if necessary by law, jointly. In no event shall STRENGTH be obligated, against its wishes, to fund or otherwise pay for the costs and attorney's fees associated with prosecuting such a suit against third parties.

ARTICLE XI

Governing Law

This Agreement shall be interpreted in accordance with and governed by the laws of

the State of Louisiana.

ARTICLE XII

Notice

Any written notice given or required pursuant to this License Agreement shall be sent by registered mail, mailed to the addresses given in the Preamble of this Agreement, unless another address is substituted by written notice.

ARTICLE XIII

Severability

Should any provision of this License Agreement be held invalid or unenforceable by a court of law, all other provisions of this Agreement shall continue in full force and effect.

IN WITNESSETH WHEREOF, each of the parties has caused this Agreement to be executed on the dates indicated below.

ARTICLE XIV

Other Rights Granted By Athletic

In further consideration of the obligations and undertakings of STRENGTH as set forth in this Agreement, and in addition to the license granted by ATHLETIC pursuant to Article II hereinabove, ATHLETIC does hereby also grant, assign, convey and otherwise transfer to STRENGTH, without any further payment from STRENGTH except as may be noted below, the following:

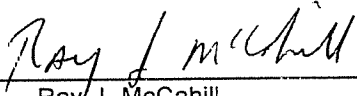
- A. All rights, title and interests in and to the marks Heavyrope and Heavyrope® CrossTrainer, including the goodwill associated therewith. This assignment of said trademarks includes the trademark registrations identified in Exhibit "C" attached hereto.
- B. All of ATHLETIC's "on-hand" inventory of the Heavyrope and Heavyrope® CrossTrainer devices, including components thereof, together with all assembly, production and manufacturing equipment used by ATHLETIC in connection therewith, including those items identified in attached Exhibit "D". STRENGTH shall pay to ATHLETIC its costs for the inventory identified in attached Exhibit "D", said costs

being set forth in said Exhibit "D".

- C. All of ATHLETIC's purchase orders not shipped by ATHLETIC as of July 1, 1995.
- D. All of ATHLETIC's business files and records, including a complete list/description of customers, sourcing vendors and sales history.

ATHLETIC ADVANTAGE, INC.

STRENGTH FOOTWEAR, INC.



Ray J. McCahill
Vice-President



David C. Bouza
President

STATE OF MICHIGAN

COUNTY OF KENT

On this 19th day of July, 1995, before me, the undersigned authority, personally came and appeared:

RAY J. McCAHILL

who declared and acknowledged to me that he executed the foregoing instrument and signed the same for the purpose and objects therein expressed, acting in the capacity of Vice-President, and by order of the Board of Directors of Athletic Advantage, Inc.

ATHLETIC ADVANTAGE, INCORPORATED

Ray J. McCAhill
Ray J. McCahill
Vice-President

IN WITNESS WHEREOF, I have set my hand and seal in the County of Kent, State of Michigan. Ottawa

Barbara Witt
Notary Public
BARBARA WITT
Notary Public, Ottawa County, MI
My Commission Expires 07-08-98

STATE OF LOUISIANA

PARISH OF JEFFERSON

On this 6th day of July, 1995, before me, the undersigned authority, personally came and appeared:

DAVID C. BOUZA

who declared and acknowledged to me that he executed the foregoing instrument and signed the same for the purpose and objects therein expressed, acting in the capacity of President, and by order of the Board of Directors, of STRENGTH FOOTWEAR, INC.

STRENGTH FOOTWEAR, INC.

IN WITNESS WHEREOF, I have set my hand and seal in the Parish of Jefferson, State of Louisiana.

David C. Bouza
David C. Bouza
President

José A. Castellón
Notary Public



JOSÉ A. CASTELLÓN
Louisiana Notary Public
Parishes of Jefferson & St. Tammany
My Commission Is For Life

EXHIBIT C

FORM PTO-1504
1-2-72

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

Record as of 10/13/92

1. Name of conveying party(ies):

Heavyrope, Inc., formerly doing business as Bodyflex, Inc. (Change of name recorded with U.S. Patent and Trademark Office on Reel 769 Frame 0001)

- Individual(s)
- General Partnership
- Corporation-State Michigan 63
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment 0.1
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 22, 1992

2. Name and address of receiving party(ies):

Name: Athletic Advantage, Inc.

Internal Address:

Street Address: 660 36th Street, S.W.

City: Wyoming State: MI ZIP: 49509

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

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 number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,381,626
1,429,380

Additional numbers attached? Yes No

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

Name: Kathleen P. Fochtman

Internal Address: Varnum, Riddering, Schmidt & Howlett

Street Address: Suite 800 171 Monroe Avenue, N.W.

City: Grand Rapids State: MI ZIP: 49503

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Previously submitted attached documents
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

RECORDED
16 FEB 1993

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jill S. Adamski
Name of Person Signing

Jill S. Adamski
Signature

12/14/92
Date

Total number of pages comprising cover sheet: 1

OMB No. 0981-0011 (exp. 4/94)