

10-20-2005

DEPARTMENT OF COMMERCE
Patents and Trademark Office

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PATENT & TRADEMARK OFFICE

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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 Florida Corporation

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

- Execution Date(s) 4/22/05
- 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: Channel Industries, Inc.

Internal Address: 12181 Everglades Street

Street Address: _____

City: Canal Point, Canal Point

State: Florida Florida

Country: U S U.S. 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)

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)

1418931 1418931

Additional sheet(s) attached? Yes No

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

Mow-Pump

Mow-Pump

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

Name: Channel Industries, Inc.

Internal Address: _____

Street Address: 12181 Everglades Street

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:

James Goldie
Signature

27 April 05
Date

Name of Person Signing

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

05/13/2005 BYRNE 0000073 1418931

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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 27th 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 right, title, privilege, benefits and interest in and to the following, free and clear of all claims, liens and encumbrances:

1. The trademark "Mow-Pump" under Serial Number 73398981 and Registration Number 1418931 (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

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appellate 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

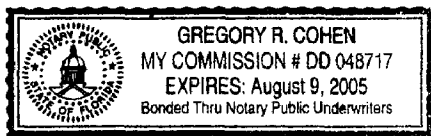
By: Clifford H. Stuart
Clifford H. Stuart, President

CHANNEL INDUSTRIES, INC., a Florida corporation

By: James Goldie
Print: James Goldie
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.

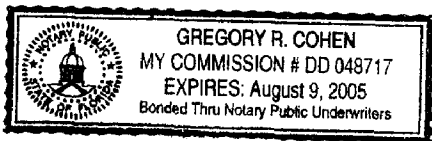


Sign: [Signature]
Notary Public

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 Goldie 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

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 11:36:19 ET

Serial Number: 73398981

Registration Number: 1418931

Mark (words only): MOW-PUMP

Standard Character claim: No

Current Status: Section 8 and 15 affidavits have been accepted and acknowledged.

Date of Status: 1993-03-01

Filing Date: 1982-09-30

Transformed into a National Application: No

Registration Date: 1986-12-02

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

Current Location: 900 -File Repository (Franconia)

Date In Location: 2004-11-17



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

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

GOODS AND/OR SERVICES

International Class: 007

POWER OPERATED MOBILE PUMPS

First Use Date: 1982-08-24

First Use in Commerce Date: 1982-08-24

Basis: 1(a)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

1993-03-01 - Section 8 (6-year) accepted & Section 15 acknowledged

1992-11-23 - Section 8 (6-year) and Section 15 Filed

1986-12-02 - Registered - Principal Register

1986-09-09 - Published for opposition

1986-08-10 - Notice of publication

1986-07-22 - Approved for Pub - Principal Register (Initial exam)

1986-07-14 - Ex parte appeal - Instituted

1984-11-26 - Abandonment - Incomplete response

1984-11-26 - Allowance/count withdrawn

1984-11-06 - Communication received from applicant

1984-05-11 - Final refusal mailed

1984-04-11 - Examiner's amendment mailed

1984-02-01 - Communication received from applicant

1983-08-15 - Non-final action mailed

1983-07-01 - Case file assigned to examining attorney

CORRESPONDENCE INFORMATION

Correspondent

<http://tarr.uspto.gov/servlet/tarr?regser=serial&entry=73398981>

TRADEMARK ^{4/21/2005}
REEL: 003239 FRAME: 0022

BARRY L. HALEY (Attorney of record)

BARRY L. HALEY
MALIN, HALEY, DIMAGGIO AND CROSBY, P.A.
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FORT LAUDERDALE, FL 33301
