



### ASSIGNMENT

**WHEREAS**, MODERN, INC., a corporation organized under and pursuant to the laws of Texas having its principal place of business at 1655 Louisiana; Beaumont, Texas 77701 (hereinafter referred to as Assignor), has adopted and is using the trademarks set forth in SCHEDULE A hereof which they have used in various countries throughout the world including the United States ("Marks"); and

**WHEREAS**, THE MODERN GROUP, LTD, a corporation organized under and pursuant to the laws of Texas having its principal place of business at 1655 Louisiana; Beaumont, Texas 77701 (hereinafter referred to as Assignee), desires to acquire the Marks and the goodwill of the business associated with the Marks.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Marks and all of its right, title, and interest to said Marks not presently registered set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

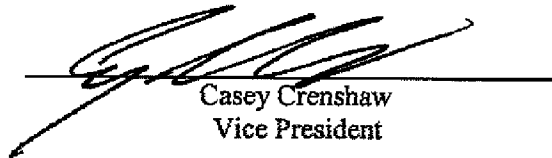
**AND FOR THE SAME CONSIDERATION**, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

**AND FOR THE SAME CONSIDERATION**, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

MODERN, INC.

Date:

1/20/06

  
Casey Crenshaw  
Vice President

**SCHEDULE A****REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS**

MARK:

<b>Registration Number</b>	<b>Date Registered</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Ctry</b>
1,983,284	Jul 2, 1996	74/482,409	Jan 19, 1994	US
1,927,076	Oct 17, 1995	74/482,410	Jan 19, 1994	US
1,908,336	Aug 1, 1995	74/802,124	Jan 19, 1994	US
1,590,487	April 10, 1990	73/806,280	Jun 12, 1989	US
1,533,908	April 11, 1989	73/748,796	Aug 29, 1988	US

25604489.1

PTO/SB/97 (09-04)

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

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Application Nos. (if known): 74/482,409	Attorney Docket Nos.: HO-T01463US0
74/482,410	HO-T01464US0
74/802,124	HO-T01464US1
73/806,280	HO-T01464US2
73/748,796	HO-T01465US0

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on January 24, 2006  
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N/A  
Registration Number, if applicable

(713) 651-3768  
Telephone Number

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Assignment (2 pages)

