

05-26-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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103246365

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

4-30-06

1. Name of conveying party(ies):

Stanbury Uniforms, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Delaware
- 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: Midwest Band and Front Line Accessories, Inc.

Internal Address: _____

Street Address: 3140 Elm Road Ext.

City: Cortland

State: OH

Country: US Zip: 44410

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ohio
- 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) 10/26/05

- 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)

2,873,582

Additional sheet(s) attached? Yes No

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

OTTERWEAR

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

Name: Jay S. Horowitz, P.C.

Internal Address: _____

Street Address: 7401 Westlake Terrace #602

City: Bethesda

State: MD Zip: 20817

Phone Number: 301-840-0509

Fax Number: 301-330-3966

Email Address: jay@tmprotect.com

6. Total number of applications and registrations involved:

- 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: Jay S. Horowitz

Signature

4/30/06

Date

05/25/2006 BYRNE 00000005 2873582

01 FC:0521

Jay S. Horowitz
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT (the "Assignment") is made and delivered as of _____, 2006 by:

Stansbury Uniforms, Inc.,
a Delaware corporation

(the "Assignor")

In favor of:

Midwest Band and Front Line Accessories, Inc.
an Ohio corporation

(the "Assignee")

WHEREAS, Assignor and Bert O. Coburn, President of Assignee, have entered into that certain Asset Purchase Agreement dated October 26, 2005, ("the Agreement") wherein Assignor agreed to sell, transfer, and assign to Mr. Coburn certain assets of Assignor, including, but not limited to, the OTTERWEAR trademark.

WHEREAS, Mr. Coburn has authorized the transfer of the OTTERWEAR trademark to Assignee as his designee.

WHEREAS, Assignor and Mr. Coburn agree that the Agreement runs to the benefit of Assignee as Mr. Coburn's designee.

WHEREAS, Assignor and Mr. Coburn agree that following the execution of this Assignment transferring the OTTERWEAR trademark to Assignee as Mr. Coburn's designee, Assignor shall have complied with its obligations under the Agreement regarding the transfer of the OTTERWEAR trademark;

NOW THEREFORE, Assignor, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally assign and transfer to Assignee as Mr. Coburn's designee all of Assignor's right, title and interest in and clear of all liens, security interests and other encumbrances, in and to the OTTERWEAR trade name, trademark and trademark applications and/or registrations, including without limitation U.S. Registration No. 2,873,582, together with the goodwill of the business symbolized by said trade name, trademark and trademark applications and/or registrations, including any and all past and present rights and powers, statutory and common law, which have accrued or may accrue to Assignor of any and all kind or nature appertaining to said trade name, trademark and trademark applications and/or registrations the same to be held and enjoyed by Assignee and for the use and benefit of its successors and assigns as fully and entirely as the same would have been held by Assignor had such sale, assignment and transfer not have been made, (the "Trademark").

TO HAVE AND TO HOLD the Trademark, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Trademark hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, his successors and assigns.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Missouri.

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

ASSIGNEE:

Midwest Band and Frost Line Accessories, Inc.

By: Bert O. Coburn
Printed Name: Bert O. Coburn
Title: President

ASSIGNOR:

Stanbury Uniforms, Inc.

By: Gary Roberts
Printed Name: Gary Roberts
Title: President

BERT O. COBURN, INDIVIDUAL:

Bert O. Coburn