# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee's name previously recorded on Reel 003385 Frame 0846. Assignor(s) hereby confirms the PARADIGM DEVELOPMENT, INC. is changed to PARADIGM DEVELOPERS, INC

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
L & L Concession Company		08/29/2006	CORPORATION: MICHIGAN

# **RECEIVING PARTY DATA**

Name:	PARADIGM DEVELOPERS, INC.	
Street Address:	595 Leisure Lane	
Internal Address:	Attention: John P. Lambert, II	
City:	Perryville	
State/Country:	MISSOURI	
Postal Code:	63775	
Entity Type:	CORPORATION: KANSAS	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1272714	UNION JACKS
Registration Number:	1123346	UNION JACKS

#### CORRESPONDENCE DATA

Fax Number: (773)572-6048

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (773) 572-6049

Email: scott@andresenlawfirm.com
Correspondent Name: Andresen & Associates, PC

Address Line 1: 655 West Irving Park Road, Suite 3812

Address Line 2: Attention: Scott A. Andresen
Address Line 4: Chicago, ILLINOIS 60613

ATTORNEY DOCKET NUMBER: LAMBERT NPT ASS. FIX

TRADEMARK REEL: 003387 FRAME: 0638

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NAME OF SUBMITTER:	Scott A. Andresen
Signature:	/Scott A. Andresen/
Date:	09/11/2006

# Total Attachments: 4

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#### UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 11, 2006

PTAS

\*900057581A\*

ANDRESEN & ASSOCIATES, PC 655 WEST IRVING PARK ROAD, SUITE 3812 ATTENTION: SCOTT A. ANDRESEN

CHICAGO, IL 60613

\*900057581A\*

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 09/08/2006 REEL/FRAME: 003385/0846

NUMBER OF PAGES: 4

BRIEF: NUNC PRO TUNC ASSIGNMENT

EFFECTIVE 03152005

ASSIGNOR:

L & L CONCESSION COMPANY

DOC DATE: 08/29/2006 CITIZENSHIP: MICHIGAN ENTITY: CORPORATION

ASSIGNEE:

PARADIGM DEVELOPMENT, INC.

595 LEISURE LANE

ATTENTION: JOHN P. LAMBERT, II PERRYVILLE, MISSOURI 63775

CITIZENSHIP: KANSAS ENTITY: CORPORATION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

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APPLICATION NUMBER: 73170366 FILING DATE: 05/15/1978 REGISTRATION NUMBER: 1123346 ISSUE DATE: 07/31/1979

MARK: UNION JACKS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73409028 FILING DATE: 01/12/1983 REGISTRATION NUMBER: 1272714 ISSUE DATE: 04/03/1984

MARK: UNION JACKS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION

# NUNC PRO TUNC ASSIGNMENT OF TRADEMARK /SERVICE MARK

WHEREAS, L & L CONCESSION COMPANY, a Michigan company with its principal place of business at 935 Southfield Road, Birmingham, Michigan 48009 ("Assignor"), has used the following trademark and/or service mark rights (the "Rights"):

UNION JACKS: U.S. Registration No. 1,272,714, registration date April 3, 1984;

UNION JACKS: U.S. Registration No. 1,123,346, registration date July 31, 1979;

FOREMOST ATHLETIC, Common law rights with a first use in commerce at least as early as October 23, 1996;

FOREMOST ATHLETIC APPAREL, Common law rights with a first use in commerce at least as early as March 14, 1980; and

WHEREAS, **PARADIGM DEVELOPERS**, **INC.**, a Kansas company with its principal place of business at 595 Leisure Lane, Perryville, Missouri 63775 ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said Rights;

WHEREAS, the Assignor and the Assignee completed the sale, transfer, conveyance and assignment of the Rights set for herein on or about March 15, 2005 per a Bill of Sale and inadvertently neglected and/or failed to complete the necessary memorialization documents at that time:

WHEREAS, the Assignor and the Assignee desire to memorialize the sale, transfer, conveyance and assignment of the Rights set forth in this *Nunc Pro Tunc Assignment of Trademark/ Service Mark* now for then, nunc pro tune, with retroactive effect as of March 15, 2005;

NOW, THEREFORE, for and in consideration for the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, transfer, convey and assign to said Assignee the entire right, title, and interest in, to and under said Rights, together with the goodwill of the business symbolized by the trademarks and/or service marks which are the basis for the Rights, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any further such acts that shall be required in order for Assignee to secure such rights.

AND, the Assignor represents and warrants that it has not previously sold, assigned, conveyed or otherwise disposed of the Rights conveyed hereunder.

AND, the Assignor is assigning said Rights "AS IS-WHERE IS" "WITH ALL FAULTS AND WITHOUT RECOURSE". No representations or warranties are being made by Assignor as to the validity of the Rights, whether they still exist or have expired or been cancelled, or whether they violate or infringe upon the rights of third parties, and Assignor shall have no obligation or liability to Assignee with respect to same.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized, this 24 day of August, 2006.

# L & L CONCESSION COMPANY

Title: President

Name: JOHN G. LEVY

Subscribed and sworn before me on this  $\mathcal{H}^{\mathcal{H}}$  day of

August, 2006

Signature Daniel Freedman

On blanklouty, Michy on acting in Oaklank County, Mahy in

My Commission expires on 10-3-06

REEL: 003387 FRAME: 0643

TRADEMARK

RECORDED: 09/11/2006