

10-25-2006



Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

103327124

2006 OCT 24 AM 10:45

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new addresses below.

10.24.06

1. Name of conveying party(ies):

JohnBernard, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Michigan Limited Liability Company
- Association
- Limited Partnership

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: Ryan & Company, Inc.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 13155 Noel Road, 12th Floor, LB 72

City: Dallas

State: Texas

Country: USA

Zip: 75240

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware

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) September 1, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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)

3050130 3144329

Additional sheet(s) attached?  Yes  No

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

Mark: JOHNBERNARD Mark Type: Servicemark Filing Date: December 22, 2004

Mark: JB Mark Type: Servicemark Filing Date: December 22, 2004

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

Name: Kyle C. Hooper

Internal Address: \_\_\_\_\_

Street Address: 500 North Akard, Suite 3500

City: Dallas

State: Texas

Zip: 75201

Phone Number: 214-774-1240

Fax Number: 214-774-1212

Email Address: khooper@lidjidorey.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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:

Signature

10/18/06  
Date

Kyle C. Hooper

Name of Person Signing

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

8

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

10/24/2006 DBYRNE 00000177 3050130

01 FC:6521  
02 FC:6522

( 40.00 OP  
25.00 OP )

TRADEMARK  
REEL: 003416 FRAME: 0857

## TRADEMARK/SERVICEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated September 1, 2006, is between JOHNBERNARD, L.L.C., a Michigan limited liability company ("Assignor"), and Ryan & Company, Inc. a Delaware corporation ("Assignee") (Assignor and Assignee are sometimes collectively referred to as the "Parties" and individually referred to as a "Party").

**WHEREAS**, Assignor is a party to that certain Asset Purchase Agreement, dated September 1, 2006 (the "APA"), pursuant to which Assignor has agreed to sell, convey, transfer, assign, and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned, and delivered to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, among other things, all of the Assignor's right, title, and interest in and to (a) the trademarks and servicemarks described or referenced on Schedule A (the "Marks") and all goodwill associated therewith, (b) all rights, if any, to file any additional trademark and/or servicemark filings in connection with the foregoing marks anywhere in the world, and (c) all rights, to sue and recover with respect to any improper use of the foregoing anywhere in the world (all of the foregoing are collectively referred to as the "Transferred Intellectual Property");

**NOW, THEREFORE**, in consideration of the foregoing, the consideration set forth in the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Assignment by Assignor**. Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Intellectual Property in the United States of America, in any of its jurisdictions, and in all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property and all royalties and payments in connection therewith, together with the right, if any, to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignee pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, any and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits obtained from any litigation or enforcement proceedings with respect to any Transferred Intellectual Property. Assignor agrees to execute all papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.

2. **Authorization**. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer all registrations and applications for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as

Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Assignment.

3. **Severability; Miscellaneous.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. This Assignment may be executed in counterparts, and together, both counterparts will constitute one fully executed Assignment. This Assignment will be governed by and interpreted under Texas law, without regard to conflict of law principles. Subject to the following sentence, this Assignment will be binding on the parties' respective successors and assigns. No party may assign its rights under this Assignment to any person without the prior written consent of the other party. No failure or delay by either party in exercising any right under this Assignment will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Assignment. This Assignment may only be modified upon the written consent of the Assignor and Assignee.

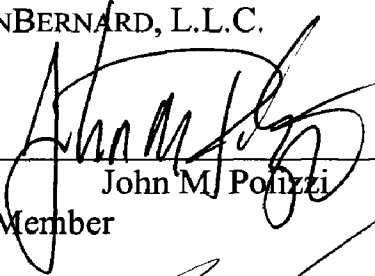
**[Remainder of page intentionally left blank; signatures and notary follow]**

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

**Assignor:**

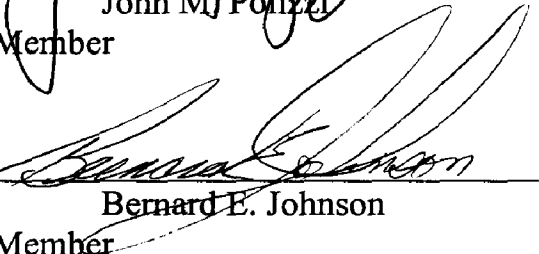
JOHNBERNARD, L.L.C.

By: \_\_\_\_\_

  
John M. Polizzi

Its: Member

By: \_\_\_\_\_

  
Bernard E. Johnson

Its: Member

**Assignee:**

RYAN & COMPANY, INC.

By: \_\_\_\_\_

Tony G. Mills

Its: President

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

**Assignor:**

JOHNBERNARD, L.L.C.

By: \_\_\_\_\_  
John M. Polizzi

Its: Member

By: \_\_\_\_\_  
Bernard E. Johnson

Its: Member

**Assignee:**

RYAN & COMPANY, INC.

By: Tony G. Mills  
Tony G. Mills

Its: President



STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public, on this the \_\_\_ day of \_\_\_\_\_, 2006, personally appeared John M. Polizzi, personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as a Member of JohnBernard, L.L.C., the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

Notary Public in and for the State of \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

My Commission Expires:  
\_\_\_\_\_

Printed Name of Notary Public  
\_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public, on this the \_\_\_ day of \_\_\_\_\_, 2006, personally appeared Bernie E. Johnson, personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as a Member of JohnBernard, L.L.C., the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

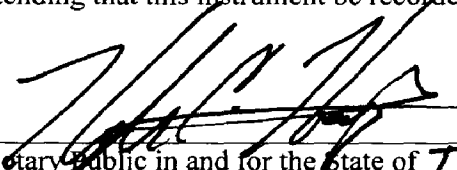
Notary Public in and for the State of \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

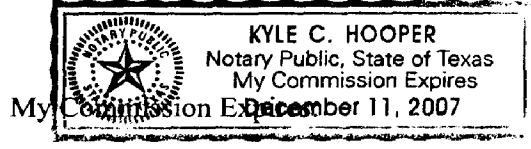
My Commission Expires:  
\_\_\_\_\_

Printed Name of Notary Public  
\_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this the 1st day of September, 2006, personally appeared Tony G. Mills, personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as the President of Ryan & Company, Inc., the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

  
Notary Public in and for the State of TX



Printed Name of Notary Public  
\_\_\_\_\_

Schedule A

to

Trademark/Service Mark Assignment

Mark	Mark Type/Register	Filing Date	Serial Number	Registration Number
JOHNBARNARD	Service Mark/Principal	12/22/2004	78537156	3050130
JB	Service Mark/Principal	12/22/2004	78537156	N/A* 3144329

\* Published for opposition June 27, 2006