

Form PTO-1594 (Rev. 07/05)
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12-11-2007

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

11-14-07

Re: 12-5-07



103467669

FINANCE SECTION

To the Director of the U. S. Patent and

ments or the new address(es) below.

1. Name of conveying party(ies):

Award, Inc. 37209
c/o John Hooten
700 West Belt Dr., Nashville, TN

- Individual(s)
- General Partnership
- Corporation- State: Tennessee
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 15, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: McCabe Sourcing Group, LLC

Internal

Address:

Street Address: 36 Tall Tree Road

City: Sharon

State: Massachusetts

Country: USA

Zip: 02067

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Delaware
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)

2055113

Additional sheet(s) attached? Yes No

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

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

Name: Paul J. McCabe

Internal Address:

Street Address: 36 Tall Tree Road

City: Sharon

State: Massachusetts Zip: 02067

Phone Number: 781-784-1488

Fax Number:

Email Address: paulmccabel@verizon.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1126
Expiration Date 08/01/07 - 07/31/08

b. Deposit Account Number 4800

Authorized User Name

9. Signature:

Peter C. McCabe

November 15, 2007

Signature

Date

Peter C. McCabe

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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 Trademark Assignment (this "Assignment") is made as of October 18, 2007, between Paul J. McCabe and MCCABE SOURCING GROUP, LLC ("Buyers") and John Hooten and AWARD, INC. ("Sellers").

Buyers and Sellers agree as follows:

1. Assignment of Trademark. Sellers hereby sell, assign and transfer to Buyer all of their right, title and interest, in and to the trademark AWARD (the "Trademark"), together with the goodwill associated therewith, and shall as of the date hereof cease using the Trademark in any manner whatsoever.

2. Assignment of Seller's Trademark Registration. Sellers shall immediately file with the United States Patent and Trademark Office (the "PTO") this Assignment assigning U.S. Trademark Registration Serial No. 2055113 to McCabe Sourcing Group, LLC. Upon Seller's receipt of confirmation from the PTO of such Assignment, Sellers shall promptly provide a copy of same to Buyers.

3. Payment by Buyers. In consideration of the foregoing, Buyers shall, upon execution of this Agreement, pay to Sellers by check the amount of Four Thousand Dollars (\$4,000.00 USD). Payment shall be made by Buyers to Sellers no later than October __, 2007.

4. Representations and Warranties. (a) Buyers represent and warranty that this Assignment has been duly authorized, executed and delivered by them and constitutes their valid and binding obligation, enforceable in accordance with its terms.

(b) Sellers represent and warrant (i) that this Assignment has been duly authorized, executed and delivered by them and constitutes their valid and binding obligation, enforceable in accordance with its terms, (ii) that their execution and delivery of this

Assignment will not breach any provision of any agreement to which they are a party, (iii) that they have registered the AWARD trademark under the proper authority of U.S. law (federal Trademark Reg. No. 2055113), (iv) that the rights Sellers have established in the Trademark as well as the goodwill associated therewith belong to Sellers and are freely assignable by it, and (v) that Sellers have not granted to any third party any rights in the Trademark.

5. Indemnification. (a) Sellers shall indemnify and hold harmless Buyers from and against any and all claims, demands, losses, judgments and liabilities of whatsoever nature, and any costs or expenses, including reasonable attorneys' fees, relating thereto, arising from Sellers' use of the Trademark prior to the date hereof or any material inaccuracy in any representation or warranty by Sellers herein or any material breach by Sellers of any of their obligations thereunder.

(b) Buyers shall indemnify and hold harmless Sellers from and against any and all claims, demands, losses, judgments and liabilities of whatsoever nature, and any costs or expenses, including reasonable attorneys' fees, relating thereto, arising from any material inaccuracy in any representation or warranty by Buyers herein or any material breach by Buyers of any of its obligations hereunder.

6. Governing Law; Severability; Waivers. This Assignment shall be governed by the laws of the State of Illinois, United States of America, without giving effect to the conflict of laws provisions thereof. No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party hereto of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If any provision of this Assignment is determined to be invalid by

a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

7. Notices. Any payment to be made or any notice or other document to be given hereunder by a party hereto shall be deemed to have been made or given (i) when received if given by person, (ii) in the case of any notice or other document, on the date of transmission if sent by facsimile and receipt is confirmed by the transmitting facsimile operator, or (iii) one business day after it is sent to the recipient by reputable express courier service for next day delivery (charges prepaid). Such payment or notice or other document shall be directed as set forth below, or to such other address or facsimile number as may be hereafter designated by a party hereto by giving notice in accordance with this Section.

If to Paul J. McCabe and McCabe Sourcing Group, LLC:

36 Tall Tree Road

Sharon, MA. 02067

Ph: 781-784-1488

Fax: 784-1-784-1488

Email: paulmccabe@verizon.net

With a copy to:

Peter C. McCabe III

Winston & Strawn

35 W. Wacker Dr.

Chicago, IL 60601

Tel: (312) 558-5954

Fax: (312) 558-5700

If to Hooten:

John Hooten

With a copy to:
Philip Anderson
5409 Maryland Way
Brentwood, TN. 37207
Ph: 615-377-9370
Fax: 615-377-9616
Email: Philip.anderson@gpalegal.com

9. Entire Agreement. This Assignment constitutes the entire agreement between Buyers and Sellers relating to the subject matter of the Award trademark and trade name and shall only be modified by means of a writing signed by Buyers and Sellers.

10. Binding Nature. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

Buyer, Paul J. McCabe

Seller, John Hooten

By: Paul J. McCabe
Name: Paul J. McCabe
Title:

By: John R. Hooten
Name: John Hooten
Title:

Buyer, McCabe Sourcing Group, LLC

Seller, Award, Inc.

By: Paul J. McCabe
Name: Paul J. McCabe
Title: President

By: John R. Hooten
Name: John Hooten
Title: President

CHI:1963832.2