

04-15-2008

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

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



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103496848

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

1. Name of conveying party(ies):

*M The People USA, 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: M. The People LLC

Internal

Address:

Street Address: 1436 Lancaster Ave

City: Berwyn, PA

State: PA

Country: USA Zip: 19312

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other L.L.C. citizenship State 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)

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

Execution Date(s) 3 7-1-07

- 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)

2,075,797

Additional sheet(s) attached?  Yes  No

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

M The People plus Design Registration 7/1/07

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

Name: Kathleen McPeak

Internal Address: M. The People

Street Address: 1436 Lancaster Ave

City: Berwyn

State: PA Zip: 19312

Phone Number: 610-640-6430

Fax Number: 610-644-4842

Email Address: kathleen@mcpeakcorp.com

6. Total number of applications and registrations involved:

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

- 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 04/14/2008 08/31/2008 00000064-2075797

b. Deposit Account Number 01 FC:8521 48.00 OF

Authorized User Name

9. Signature:

[Signature]  
Signature  
Roy W. Hibbard SVP  
Name of Person Signing

4-3-08  
Date

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

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

4-14-08

# ASSIGNMENT and ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made as of the 1<sup>st</sup> day of July, 2007, between We The People USA, Inc. ("Assignor") a Delaware Corporation and We The People LLC, a Delaware Limited Liability ("Assignee"):

WHEREAS, Assignor is the owner of the We The People System consisting of certain intellectual rights and franchise agreements;

WHEREAS, Assignor has agreed to assign and delegate to Assignee and Assignee has agreed to assume certain rights and obligations of Assignor;

WHEREAS, Assignor owns the entire right, title, and interest in and to certain works of authorship, along with United States Copyright registrations for such works of authorship more particularly identified on **Exhibit A** attached hereto (the "Copyrights") and all causes of action relating thereto;

WHEREAS, Assignor is assigning to Assignee all of Assignor's entire right, title and interest in and to the Copyrights as identified in **Exhibit A**;

WHEREAS, Assignor owns the entire right, title, and interest in and to certain trademarks, along with the United States registrations for such trademarks more particularly identified on **Exhibit B** attached hereto and incorporated by reference herein (the "Trademarks") and the goodwill of the business associated therewith and causes of action relating thereto;

WHEREAS, Assignor is assigning to Assignee all of Assignor's entire right, title and interest in and to the Trademarks as identified in **Exhibit B**;

WHEREAS, Assignor owns the entire right, title, and interest in and to the Franchise Agreements, License and Territorial Addenda identified in **Exhibit C** attached hereto;

WHEREAS, Assignor is assigning to Assignee all of the Assignor's rights, titles, interests and benefits in and to the Franchise Agreements, License, and Territorial Addenda as identified as **Exhibit C**;

WHEREAS, Assignor owns the entire right, title, and interest in and to the Partnered Sales Program agreements identified in **Exhibit D**;

WHEREAS, Assignor is assigning to Assignee all of the Assignor's rights, titles, interests and benefits in and to the Partnered Sales Program agreements as identified in **Exhibit D**;

WHEREAS, Assignor owns the entire right, title, and interest in and to the We The People Policy and Procedures Manual; all of the computerized legal form templates used by its Processing Center for legal document preparation services; all of the publicly available We The People books including, all product "Overviews," legal form product guides, instructions, and summaries;

WHEREAS, Assignor is assigning to Assignee all of the Assignor's entire right, title, and interest in and to the We The People Policy and Procedures Manual; all of the computerized legal form templates used by its Processing Center for legal document preparation services; all publicly available We The People books, including all product "Overviews," legal form product guides, instructions, and summaries;

**NOW THEREFORE**, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment of Copyrights Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of the entire right, title and interest of Assignor in and to the Copyrights listed in Exhibit A attached hereto and all rights associated therewith including, without limitation, the right to sue for past, present and future infringement thereof.
2. Registration of Copyrights Assignor hereby authorizes and requests the Register of Copyrights of the United States Copyright Office and the empowered officials of all other governments and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of copyrights to record Assignee as the owner of the Copyrights and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Copyrights.
3. Assignment of Trademarks Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of the entire right, title and interest of Assignor in and to the Trademark(s) listed in Exhibit B attached hereto and all rights associated therewith including, without limitation, the right to sue for past, present and future infringement thereof, together with the business to which the Trademark(s) pertain and the goodwill associated with the business in connection with which the Trademark(s) have been used.


4. Registration of Trademarks Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Assignee as the owner of the Trademark(s) and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademark(s).
5. Franchise Agreements, Licenses and Addenda As stated above, each Franchise Agreement, License, and all Territorial Addenda listed in Exhibit C, Assignor, in its sole discretion, has the right to assign or transfer its rights, titles and interests to fulfill contractual obligations and receive all contractual benefits under all of the Franchise Agreements, License and all Territorial Addenda thereto in whole or in part to Assignee, and Assignee hereby receives and accepts all said rights, titles, interests therein.
6. Partnered Sales Programs As stated above, each PSP listed in Exhibit D, Assignor, in its sole discretion, has the right to assign or transfer its rights, titles and interests to fulfill contractual obligations under all of the PSP agreements thereto in whole or in part to Assignee, and Assignee hereby receives and accepts all said rights, titles, interests therein.
7. Processing Form Templates, Published Materials, "Overviews," etc. As stated above, Assignor, in its sole discretion, has the right to assign or transfer its rights, titles and interests to the We The People Policy and Procedures Manual, all of the computerized legal form templates used by its Processing Center for legal document preparation services, all publicly available We The People books, including product "Overviews" and legal form product guides, instructions, and summaries, and Assignee hereby receives and accepts all said rights, titles, interests therein.

8. Binding Effect and Governing Law This Assignment is binding on Assignor, and its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns, and shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict or choice of law rules of Pennsylvania or any other jurisdiction.

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the 14<sup>th</sup> day of September, 2007.

**ASSIGNOR**

**WE THE PEOPLE USA, INC., a Delaware Corporation**

  
\_\_\_\_\_

by: Roy W. Hibberd, Senior Vice President

**ASIGNEE**

**WE THE PEOPLE LLC, a Delaware Limited Liability Company**

  
\_\_\_\_\_

by: Melissa Soper, General Manager

**EXHIBIT B**

**TRADEMARKS**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Register</b>
We The People, plus design	2,075,797	July 1, 1997	Principal



# We The People®

April 7, 2008

Director  
United States Patent and Trademark Office  
Mail Stop Assignment Recordation Services  
PO Box 1450  
Alexandria VA 22313-1450

**RE: Registration Number #2,075,797  
We the People plus design**

Dear Director:

Enclosed are the following relative to the assignment of the above referenced U.S. Trademark from We The People USA, Inc., a Delaware corporation to We The People LLC, a Delaware Limited Liability Company:

1. Fully executed Trademark Recordation Form Cover Sheet
2. Fully executed Assignment and Assumption Agreement dated July 1, 2007 relating to the transfer of the We The People Trademark
3. We The People LLC check in the amount of Forty Dollars (\$40.00) as payment for the Recordation Fee.

I trust that this documentation is sufficient to transfer the assignment of this Trademark to We The People LLC. Should you require additional documentation or information relating to this transfer, please contact me.

Sincerely,

Kathleen McPeak  
Paralegal