# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
L&P PROPERTY MANAGEMENT COMPANY		07/18/2008	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	AMERICA'S BODY COMPANY, INC.
Street Address:	No. 1 Leggett Road
City:	Carthage
State/Country:	MISSOURI
Postal Code:	64836
Entity Type:	CORPORATION: DELAWARE

# PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3409012	ABC AMERICA'S BODY CO.	
Registration Number:	3161871	RUGGED AMERICAN	
Serial Number:	77289833	ADJUST-A-SHELF	
Serial Number:	77289842	OSV	

#### **CORRESPONDENCE DATA**

Fax Number: (312)222-0818

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

Phone: 312-222-0800

Email: chiipdocket@michaelbest.com Correspondent Name: Michael Best & Friedrich LLP 180 N. Stetson Avenue Address Line 1:

Address Line 2: Suite 2000

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 204956-9037

TRADEMARK

**REEL: 003822 FRAME: 0958** 

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NAME OF SUBMITTER:	Martin L. Stern
Signature:	/martin I. stern/
Date:	07/25/2008
Total Attachments: 4 source=C0873786#page1.tif source=C0873786#page2.tif source=C0873786#page3.tif source=C0873786#page4.tif	

TRADEMARK REEL: 003822 FRAME: 0959

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of this day of \_\_\_\_\_\_\_\_, 2008, by and between L&P PROPERTY MANAGEMENT COMPANY, organized under the laws of the State of Delaware, U.S.A., with a principal place of business at 4095 Firestone Blvd., South Gate CA 90280 ("Assignor") in favor of AMERICA'S BODY COMPANY, INC., organized under the laws of the State of Delaware, U.S.A., with a principal place of business at No. 1 Leggett Road, Carthage, Missouri 64836 ("Assignee");

#### WITNESSETH:

WHEREAS, Assignor is the record owner of the entire right, title and interest in and to the trademarks and trademark applications set forth in Exhibit A hereto ("Trademark Rights"); and

WHEREAS, Assignee is desirous of acquiring, and Assignor is willing to convey, all right, title and interest in and to said Trademark Rights,

NOW, THEREFORE, for and in consideration of payment by Assignee to Assignor of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, by these presents, does hereby sell, assign and transfer to Assignee, and any successors, assigns, nominees and/or legal representatives of Assignee, the entire right, title and interest, including the goodwill of the business symbolized by said trademark, for the United States of America, its territories and possessions, and in all foreign countries, in and to said trademarks, including the goodwill of the business symbolized by said trademark, said Trademark Rights, and any and all foreign counterparts or legal equivalents of the said Trademark Rights in any and all foreign countries, including the right to claim priority under any International Convention and the right to sue for any past infringement in the United States of America and/or any and all foreign countries.

Assignor hereby covenants that no assignment, sale, agreement, license or encumbrance has been or will be made or entered into that would conflict with or limit the rights granted under

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this Assignment.

Assigner further covenants that Assignor will promptly provide to Assignee, upon Assignee's request, all pertinent facts and documents relating to said Trademark Rights, foreign counterparts and legal equivalents as may be known and accessible to Assignor, and Assignor will testify as to the same in any interference, litigation or proceeding related thereto, and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits necessary or desirable to vest and/or record title in Assignee or for Assignee to apply for, perfect, obtain, maintain, issue and/or enforce any of said Trademarks Rights, counterparts and/or legal equivalents thereof and/or any trademark registrations granted thereon.

**IN WITNESS WHEREOF,** Assignor, by a duly authorized officer, has executed this Assignment effective the date first above written.

("ASSIGNOR")

L&P PROPERTY MANAGEMENT COMPANY

By:

Gene B. Kartchner, Vice President

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County of Jasper )	
On this $\sqrt{9}$ day of	nri, United States of America, in the County of Jasper, personally appeared
for said State of Missou	ıri, United States of America, in the County of Jasper, personally appeared
Gene B. Kartchner, Vi	ce President of L&P Property Management Company, known to me to be
the person who execut	ed the within Trademark Assignment on behalf of said corporation and
acknowledged to me th	at he executed the same for the purposes therein stated.

(Seal)

State of Missouri



Jacque Hall, Notary Public

THE UNDERSIGNED, has acknown	nowledged and accepted the foregoing trademan
Assignment as of this 18th day of	July, 2008.
	("ASSIGNEE")
	AMERICA'S BODY COMPANY, INC.
	By:
	Name:Ernest C. Jett
	Title: Vice President

# EXHIBIT A TO TRADEMARK ASSIGNMENT DATED \_\_\_\_

July 18, 2008	_

Application No.	Date Filed	Registration No.	Date Issued
		US 3,409,012	Apr 08, 2008
		US 3,161,871	Oct 24, 2006
US 77/289,833	Sep 26, 2007		
US 77/289,842	Sep 26, 2007		
	US 77/289,833	US 77/289,833 Sep 26, 2007	US 3,409,012  US 3,161,871  US 77/289,833 Sep 26, 2007

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**RECORDED: 07/25/2008** 

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