# \$290.00 77878521

## 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		05/09/2011	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Landmark Earth Solutions, Inc.	
Street Address:	No. 1 Leggett Road	
City:	Carthage	
State/Country:	MISSOURI	
Postal Code:	64836	
Entity Type:	CORPORATION: NEVADA	

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77878521	LANDMARK EARTH SOLUTIONS
Serial Number:	77878516	LANDMARK
Serial Number:	77878509	LANDMARK EARTH SOLUTIONS
Serial Number:	85117245	LANDMARK EARTH SOLUTIONS BY LEGGETT & PLATT
Serial Number:	85117246	LANDMARK EARTH SOLUTIONS
Serial Number:	85224141	SCOURSTOP
Serial Number:	85238135	RAPID INSTALLATION BARRIER SYSTEM
Serial Number:	85238118	RIBS
Serial Number:	85238081	BARRICAGE
Registration Number:	3915001	SAFE SLOPE XTREME
Registration Number:	3915004	SAFE SLOPE

## CORRESPONDENCE DATA

**Fax Number**: (816)421-5547

TRADEMARK REEL: 004540 FRAME: 0048

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

Phone: 816-474-6550
Email: bhoward@shb.com

Correspondent Name: Bradley R. Howard - SHB

Address Line 1: 2555 Grand Blvd Address Line 2: IP Department

Address Line 4: Kansas City, MISSOURI 64108

ATTORNEY DOCKET NUMBER:	LGPL.45571	
NAME OF SUBMITTER:	Bradley R. Howard	
Signature:	/bradhoward/	
Date:	05/12/2011	

### Total Attachments: 4

source=L&P assignment to Landmark#page1.tif source=L&P assignment to Landmark#page2.tif source=L&P assignment to Landmark#page3.tif source=L&P assignment to Landmark#page4.tif

TRADEMARK
REEL: 004540 FRAME: 0049

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made 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 No. 1 Leggett Road, Carthage, Missouri 64836 ("Assignor") in favor of LANDMARK

EARTH SOLUTIONS, INC., organized under the laws of the State of Nevada, 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, and the business to which the Trademark Rights pertain,

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 Rights, for the United States

of America, its territories and possessions, and in all foreign countries, in and to said trademarks, and the

business to which the Trademark Rights pertain, including the goodwill of the business symbolized by 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 this

Assignment.

Assignor 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 Trademark Rights, counterparts and/or legal equivalents thereof and/or any trademark

registrations granted thereon.

TRADEMARK ASSIGNMENT Page 1 of 4 **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

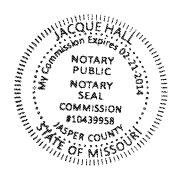
Gene B. Kartchner, Vice President

State of Missouri	)
	)ss
County of Jasper	Ì

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2011, before me, a Notary Public, in and for said State of Missouri, United States of America, in the County of Jasper, personally appeared Gene B, Kartchner, who is Vice President of L&P Property Management Company, known to me to be the person who executed the within Trademark Assignment on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

(Seal)

Jacque Hall, Notary Public



of this	day of <u>May</u> , in the year 2011.
	("ASSIGNEE")
	LANDMARK EARTH SOLUTIONS, INC.
	Name Jehn Lyckman Title: Asst. Scaredary

# **EXHIBIT** A

## TO TRADEMARK ASSIGNMENT

TRADEMARK	CTRY	FILING DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
LANDMARK EARTH SOLUTIONS	us	11/23/2009	77/878,521		
LANDMARK	US	11/23/2009	77/878,516		
LANDMARK EARTH SOLUTIONS & design	us	11/23/2009	77/878,509		
LANDMARK EARTH SOLUTIONS BY LEGGETT & PLATT	US	08/07/2010	85/117,245		
LANDMARK EARTH SOLUTIONS	US	08/27/2010	85/117,246		
SCOURSTOP	US	01/24/2011	85/224,141		
RAPID INSTALLATION BARRIES SYSTEM	US	02/09/2011	85/238,135		
RIBS	US	02/09/2011	85/238,118		
BARRICAGE	US	02/09/2011	85/238,081		
SAFE SLOPE XTREME	US		1	02/01/2011	3,915,001
SAFE SLOPE	US			02/01/2011	3,915,004

TRADEMARK ASSIGNMENT Page 4 of 4

**RECORDED: 05/12/2011** 

TRADEMARK REEL: 004540 FRAME: 0053