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FORM PTO-1584
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Attached original documents or copy thereof.

1. Name of conveying party(ies):

Domino's Farms Land Development Corp.

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Spiritus Sanctus Academy

Internal Address:

Street Address: 24 Frank Lloyd Wright Dr.

City: Ann Arbor State: MI ZIP: 48105

- Individual(s) citizenship
- Association Michigan
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 2/9/99

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

U.S. Reg. 1,984,004

Additional numbers attached? Yes No

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

Name: Jeffrey P. Thernisch

Internal Address: Pear Sperling Eggan & Muskovitz, P.C.

Street Address: 24 Frank Lloyd Wright Drive

City: Ann Arbor State: MI ZIP: 48105

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey P. Thernisch

Jeffrey P. Thernisch

2/11/99

(734) 665-4441

Signature

Date

Total number of pages comprising cover sheet

1

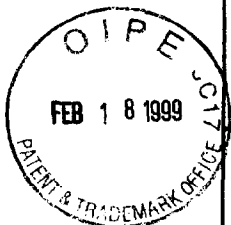
OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.



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TRADEMARK
REEL: 1858 FRAME: 0299

ASSIGNMENT OF SERVICE MARK

THIS ASSIGNMENT is made as of the 9th day of February, 1999, between Domino's Farms Land Development Corp., a Michigan corporation, doing business at 30 Frank Lloyd Wright Drive in Ann Arbor, MI 48105 (hereinafter "Assignor") and Spritus Sanctus Academy, a Michigan non-profit educational institution, doing business at 30 Frank Lloyd Wright Drive in Ann Arbor, MI 48105 (hereinafter "Assignee") with reference to the following facts:

A. Assignor is the owner of a certain trademark currently registered with the U.S. Patent & Trademark Office, more fully described on Exhibit A, attached hereto (the "Mark");

B. Assignor wishes to assign the Mark, together with the good will associated with the Marks, to Assignee and Assignee wishes to accept such assignment.

THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Mark, the good will of the business associated with the Marks, together with the right to bring any demands or actions arising by reason of any past unauthorized use of the Mark by third parties.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement as of the day and year first above written.

Domino's Farms Land Development Corp. ("Assignor")

By:  _____

Its: Treasurer

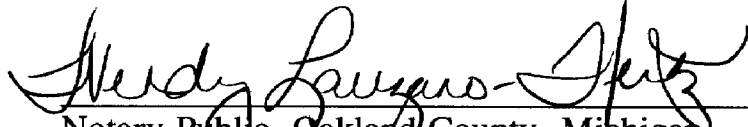
Spiritus Sanctus Academy ("Assignee")

By:  _____

Its: Board of Trustee

STATE OF MICHIGAN)
)ss.
COUNTY OF WASHTENAW)

Acknowledged before me in Washtenaw County, Michigan, on February 9, 1999, by Paul R. Roney, a Trustee and Board Member of Spiritus Sanctus Academy, a Michigan non-profit educational institution, for Spiritus Sanctus Academy.



Notary Public, Oakland County, Michigan
Acting in Washtenaw County, Michigan
My commission expires: 2/23/03

WENDY LAUZANO-HERTZ
Notary Public, Oakland County, MI
My Commission Expires Feb. 23, 2003

EXHIBIT A

1. U.S. Reg. No. 1,984,004 for SPIRITUS SANCTUS ACADEMY in International Class 41 for Educational Services, namely Providing General Courses Of Instruction At The Elementary Through Middle-School Level registered July 2, 1996.