

4.19.00

05-11-2000

FORM PTO-1594  
(Rev. 6-93)

RECORDATIC  
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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks  
thereof.

101353226

Original documents or copy

NOV 17 AM 11:53

1. Name of conveying party(ies):

Freedom Scientific Inc.

- Individual(s)       Association
- General Partnership     Limited Partnership
- Corporation-State -Delaware
- Other \_\_\_\_\_

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

3. Nature of conveyance:

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

Execution Date: April 11, 2000

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

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

Name: Freedom Scientific BLV Group, LLC.

Internal Address: \_\_\_\_\_

Street Address: 11800 31st Court North

City: St. Petersburg      State: FL      ZIP 33716

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other a Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes     No  
(Designation must be a separate document from Assignment).  
Additional name(s) & address(es) attached?  Yes     No

B. Trademark Registration No.(s) 1.866,249

See Attached Schedule of Trademarks  
 Yes     No

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

Name: Maricel Mojares-Moore, Cooley Godward LLP

Internal Address: 20th Floor

Street Address: One Maritime Plaza

City: San Francisco      State: CA      ZIP 94111-3580

6. Total number of applications and registration involved: 1

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

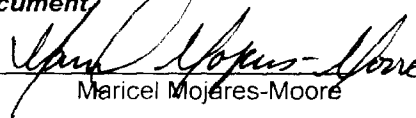
- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
03-3118  
(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.

 4-18-00  
Maricel Mojares-Moore      Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231



## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and effective as of April 11, 2000, by and between **FREEDOM SCIENTIFIC INC.**, a Delaware Corporation ("Freedom"), and **FREEDOM SCIENTIFIC BLV GROUP, LLC**, a Delaware limited liability company ("BLV").

### Agreement

**NOW, THEREFORE**, the parties hereby agree as follows:

1. Freedom hereby conveys, sells, transfers, assigns and delivers to BLV all assets (the "Assets") and the Assumed Liabilities (as defined below) acquired by Freedom from Blazie Engineering, Inc., Blazie Engineering Master Limited Partnership and certain individuals (collectively, "Blazie") pursuant to the terms of that certain Asset Purchase Agreement dated as of February 25, 2000 between Freedom and Blazie, as amended (the "Asset Purchase Agreement"), and BLV hereby assumes and agrees to discharge when due the Assumed Liabilities (as defined in the Asset Purchase Agreement).

2. Freedom agrees that it will cooperate with BLV as necessary or desirable to protect BLV's rights in the Assets.

3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

4. This Agreement shall be deemed a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of California as such laws are applied to contracts entered into and performed entirely within the State of California by California residents.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Freedom and BLV, as of the day first above written.

**FREEDOM SCIENTIFIC INC.**

By: Richard Chandler  
Richard Chandler,  
President

**FREEDOM SCIENTIFIC BLV GROUP, LLC**

By: Freedom Scientific Inc., Sole Member

By: Richard Chandler  
Richard Chandler,  
President