

01-26-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101593772

1-16-01

RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

1001727

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002220 FRAME: 0592

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------|----------------------|----------------------|--------------------------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1001727"/> | <input type="text"/> | <input type="text"/> |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

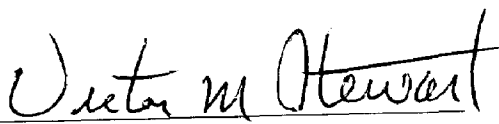
TRADEMARK ASSIGNMENT

WHEREAS, V.M.S. Diversified, Inc. having a mailing address of Post Office Box 879, Kirkland, Washington 98083, has adopted and used in its business the trademark "Rhino-Hide", which is registered under No. 1,001,727 dated January 14, 1975, in the U.S. Patent and Trademark Office; and

WHEREAS, Rhino Hide, LLC, located and doing business at 3125 Reynolds Road, Lakeland, Florida 33801, is desirous of acquiring said mark;

NOW, THEREFORE, in consideration of and in exchange for the Promissory Note entered into between V.M.S. Diversified, Inc. and Rhino Hide LLC concurrently with this Assignment, a copy of which is attached to this Assignment, said V.M.S. Diversified, Inc. does sell, assign, transfer, and set over unto said Rhino Hide LLC the entire right, title, and interest in, to and under said trademark throughout the world and the registrations thereof, including but not limited to U.S. Registration No. 1,001,727, together with the good will of the business in connection with which the said mark is used; all of the rights vested in Rhino Hide LLC by operation of this Assignment shall revert back to V.M.S. Diversified, Inc. during any periods in which the Promissory Note is in default.

V.M.S. DIVERSIFIED, INC.

By: 
Victor Stewart
President

STATE OF Florida
COUNTY OF Polk

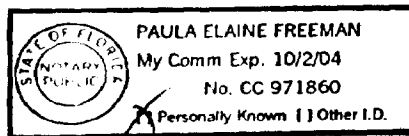
BEFORE ME, personally appeared Victor Stewart, to me known to be the President of V.M.S. Diversified, Inc., and who executed the foregoing Trademark Assignment and acknowledged to me that he executed the same and swears that all statements contained therein are true and correct.

WITNESS my hand and seal this 16th day of November, 2000.

Paula Elaine Freeman
Notary Public

My Commission Expires: _____

TPA1 #1088052 v1




PROMISSORY NOTE

This is a Promissory Note by and between V.M.S. Diversified, Inc. (hereinafter referred to as "V.M.S.") having a mailing address of Post Office Box 879, Kirkland, Washington 98083, and Rhino Hide, LLC (hereinafter referred to as "DEBTOR") located and doing business at 3125 Reynolds Road, Lakeland, Florida 33801.

In consideration of the Trademark Assignment relating to U.S. Registration No. 1,001,727 executed concurrently herewith, and other mutual covenants of the parties, the parties agree as follows:

1. DEBTOR, agrees to pay V.M.S. a one time payment of ten thousand dollars (\$10,000.00) upon execution hereof.
2. DEBTOR additionally agrees to pay V.M.S., without interest, the principal amount of forty thousand dollars (\$40,000.00) payable in thirty-two (32) equal quarterly installments of one thousand two hundred fifty dollars (\$1,250.00) with the first payment due

 ~~December 2000.~~
January 2001

3. The principal amount of this Note shall not bear interest from the date hereof until the indebtedness evidenced hereby is paid in full; provided, however, should this Promissory Note become in default, the amount of the indebtedness existing at the time of such default shall bear interest at an annual rate equal to seven and one-half percent (7.5%).

4. Should this Promissory Note become in default and interest on the indebtedness begins accruing, all payments received by V.M.S. or any subsequent holder hereof shall be first applied to accrued interest and the balance, if any, shall be applied to the principal

amount evidenced thereby.


5. The entire unpaid principal amount of this Note shall become immediately due and payable upon written demand of V.M.S. or the holder hereof if any of the following "Events of Default" shall occur:

a. DEBTOR shall default in payment of any installment required hereunder when and if the same shall become due and payable, and said default shall not have been cured after written notice for a period of thirty (30) days from the date the installment became due and payable; or

b. Final judgment for the payment of money be rendered against DEBTOR and the same shall remain undischarged for a period of thirty (30) days during which execution shall be effectively unstayed.

6. Upon the happening of any of the Events of Default, V.M.S. or any subsequent holder of this Note may proceed to enforce its rights either by action of law or by other appropriate proceedings against DEBTOR.

RHINO HIDE, LLC

By: 
Name: Michael Reed
Title: President

STATE OF Florida

COUNTY OF Polk

BEFORE ME, personally appeared Michael Reed, to me known to be a duly

authorized officer of Rhino Hide, LLC. and who executed the foregoing Promissory Note and acknowledged to me that he/she executed the same and swears that all statements contained therein are true and correct.

WITNESS my hand and seal this 16th day of November, 2000.

Paula Elaine Freeman
Notary Public

My Commission Expires: _____

TPA1 #1088054 v1

