

09-27-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9-2401 The Monticello Drug Company
Individual(s) Association General Partnership Limited Partnership Corporation-State - FLA Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Foster Investment Group, Inc.
Internal Address:
Street Address: 118 West Adams St.
City: Jacksonville State: FL Zip: 32202
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida 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 Merger Security Agreement Change of Name Other
Execution Date: 9/12/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 501,010 2,266,493 2,015,678
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David J. Hill
Internal Address: 1000 Tallan Building
Street Address: Two Union Square
City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90.00
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.
David J. Hill Signature Date 9/21/01
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 002374 FRAME: 0533

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, dated as of 9/12/01, is made by The Monticello Drug Company, a Florida corporation ("Assignor"), to Foster Investment Group, Inc., a Florida corporation ("Assignee"). All capitalized terms not otherwise defined in this Assignment are defined as set forth in the Asset Purchase Agreement dated 9/12/01 between Assignor and Assignee (the "Purchase Agreement").

WHEREAS, Assignor and Assignee are parties to the Purchase Agreement by which Assignee has acquired substantially all of the assets of the Business;

WHEREAS, Assignor is the owner of the trademark registrations listed on Attachment 1 to this Agreement which are used in connection with goods relating to the Business (the "Registered Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor is required to sell, assign, transfer and convey the assets of the Business to Assignee, including, without limitation, the Registered Marks;

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and other valuable and legally sufficient consideration acknowledged by Assignor to have been received in full:

1. Assignor does hereby sell, convey, assign and transfer to Assignee its entire right, title and interest in and to the Registered Marks, together with the goodwill of the business symbolized thereby, and all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of the Registered Marks, these rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

2. Assignor hereby represents that it has the full right to convey the Registered Marks to Assignee and this Assignment is effective to transfer all of Assignor's right, title and interest in the Registered Marks to Assignee.

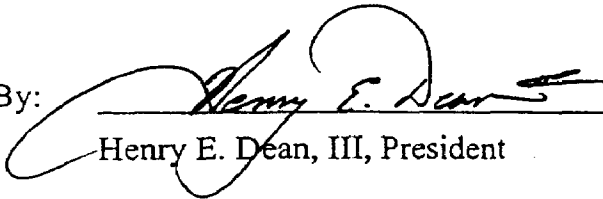
3. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Registered Marks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Registered Marks, and otherwise fully carrying out the terms of this Assignment.

4. The terms and covenants of this Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year set out below.

THE MONTICELLO DRUG COMPANY

Sept. 12, 2001
Date


By: 
Henry E. Dean, III, President

STATE OF FLORIDA)
) SS:
COUNTY OF Duval)

On this 12 day of September, 2001, before me appeared HENRY E. DEAN, III, who, being by me duly sworn, did say that he is the President of The Monticello Drug Company, a Florida corporation, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF TRADEMARKS and acknowledged to me that he signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.


Notary Public

My Commission expires: 3/29/02

 Susan Crouse
My Commission CC729074
Expires March 29, 2002

ATTACHMENT 1

REGISTERED TRADEMARKS

T/M REGISTRATION NO.

1.	NULLO (US)	501,010
2.	NULLO & design (US)	2,266,493
3.	NULLO (Canada)	1,011,283
4.	OTIX (US)	2,015,678