

10-18-2001

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



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

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

1. Name of conveying party(ies): Kelly Pioneer Group, Inc 756 River Road Fair Haven, NJ 07704

2. Name and address of receiving party(ies) Name: Pleasant Company Internal Address: Street Address: 8400 Fairway Place City: Middleton State: WI Zip: 53562

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: May 23, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,999,228

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Menzi L. Behrnd-Klotz Internal Address: Pleasant Company Street Address: 8400 Fairway Place City: Middleton State: WI Zip: 53562

7. Total fee (37 CFR 3.41): \$ 40.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number:

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. Menzi L. Behrnd-Klotz Signature Date 9/5/2001

10/17/2001 JJALLAN2 00000016 1999228 01 FC:481 40.00 DP

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

TRADEMARK REEL: 002384 FRAME: 0300

## AGREEMENT AND ASSIGNMENT

This AGREEMENT AND ASSIGNMENT is executed as of the date set forth below by KELLY PIONEER GROUP, INC., a New Jersey corporation, with a mailing address of 756 River Road, Fair Haven, NJ 07704 ("Kelly Pioneer Group"), in favor of PLEASANT COMPANY, a Wisconsin corporation, with a mailing address of 8400 Fairway Place, Middleton, WI 53562 ("Pleasant Company").

### RECITALS

WHEREAS, Kelly Pioneer Group has acquired certain trademarks, including without limitation the federal registrations and applications listed on Schedule A hereto, trademarks and service marks protected by common law, and a domain name or URL (the "Trademarks and Domain Name"); and

WHEREAS, Pleasant Company is desirous of acquiring said Trademarks and Domain Name;

NOW, THEREFORE, in consideration of the mutual promises and covenants recited in this Agreement and Assignment, the parties agree as follows:

1. Pleasant Company agrees to pay the amount of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to Kelly Pioneer Group and Kelly Pioneer Group agrees to and does hereby sell, transfer, and assign to Pleasant Company all of its right, title and interest in and to the Trademarks and Domain Name, including without limitation, the applications and registrations listed on Schedule A hereto, which list may be amended from time to time by mutual agreement of the parties, together with the goodwill of the business connected with the use of and

symbolized by the Trademarks and Domain Name, and all causes of action for the infringement thereof.

2. Pleasant Company shall have the right to register the Trademarks and Domain Name in its own name and shall have the exclusive right to dispose of the Trademarks and Domain Name in any manner whatsoever.

3. Kelly Pioneer Group warrants that Kelly Pioneer Group is the legal owner of all right, title, and interest in the Trademarks and Domain Name, that the rights have not been previously licensed, pledged, assigned, or encumbered, and that this assignment does not infringe on the rights of any person. Kelly Pioneer Group agrees to cooperate with Pleasant Company and to execute and deliver all papers as may be necessary to vest all right to the Trademarks and Domain Name. This includes cooperation with the recordation of the assignments in the United States Patent and Trademark Office and domain name registrar(s).

4. Pleasant Company shall hold Kelly Pioneer Group harmless for any losses resulting from actions resulting from the assignment of rights herein.

5. This Agreement and Assignment shall be governed according to the laws of the State of Wisconsin applicable to agreements made and to be fully performed therein. The parties agree that any action or proceeding arising under or relating to this Agreement and Assignment shall be subject to the exclusive jurisdiction of the federal and state courts sitting in the State of Wisconsin and each party consents to the personal jurisdiction of said courts.

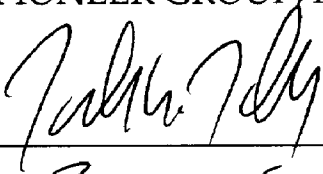
6. This Agreement and Assignment, including exhibits or appendices attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement and

Assignment will be binding unless in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement and Assignment to be duly executed as of the 23<sup>rd</sup> day of May \_\_\_\_\_ 2001.


Assignor:

KELLY PIONEER GROUP, INC.

By:   
Its: President

Assignee:

PLEASANT COMPANY

By:   
Its: VP of Finance

**SCHEDULE A TO AGREEMENT AND ASSIGNMENT**

**UNITED STATES TRADEMARK REGISTRATION; DOMAIN NAME / URL**

U.S. Trademark Registration No. 1,999,228 for the mark WILD HEART

Domain name / URL: [www.wildheart.com](http://www.wildheart.com)

**ASSIGNMENT**

This ASSIGNMENT is made by and between Mission Media, Inc. d/b/a Wildheart Productions, ("Mission Media"), with a mailing address of P.O. Box 50095, Sarasota, FL 34232, and Kelly Pioneer Group, Inc., a New Jersey corporation, with a mailing address of 756 River Road, Fair Haven, NJ 07704 ("Kelly Pioneer Group").


Mission Media, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, sell, and transfer all right, title and interest of Mission Media, in and to the trademarks and domain name listed on Schedule A attached hereto ("Trademarks and Domain Name"), which list may be amended from time to time by mutual agreement of the parties, together with the good will of the business associated with and symbolized by the Trademarks and Domain Name.

This Assignment is made concurrent with and is subject to the agreement of the parties of this same date, regarding the Trademarks and Domain Name.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the 20 day of April, 2001.

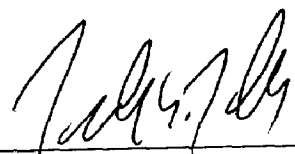
ASSIGNOR:

MISSION MEDIA, INC. D/B/A WILDHEART PRODUCTIONS

By:   
Its: President

ASSIGNEE:

KELLY PIONEER GROUP, INC.

By:   
Its: President

**SCHEDULE A TO ASSIGNMENT**

**UNITED STATES TRADEMARK REGISTRATION; DOMAIN NAME / URL**

U.S. Trademark Registration No. 1,999,228 for the mark WILD HEART

Domain name / URL: [www.wildheart.com](http://www.wildheart.com)