

05-16-2003



Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

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):

Seth A. Nash  
Mitchell P. Nash

5-14-03

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

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

3. Nature of conveyance:

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

Execution Date: May 1, 2003

2. Name and address of receiving party(ies)

Name: Blue O Corporation

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

Street Address: 103 Hawthorne Avenue

City: Pittsfield State: MA Zip: 01201

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,533,076

Additional number(s) attached  Yes  No

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

Name: Sonya del Peral

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

Street Address: 22 Park Row

City: Chatham State: NY Zip: 12037

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.

Sonya del Peral

Name of Person Signing

Sonya del Peral

Signature

5/6/2003

Date

Total number of pages including cover sheet, attachments, and document: 2

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

05/15/2003 T01A21 00000058 1533076

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TRADEMARK  
REEL: 002733 FRAME: 0619

ASSIGNMENT AGREEMENT

WHEREAS, SETH A. NASH, an individual having his address at 103 Hawthorne Avenue, Pittsfield, Massachusetts (incorrectly shown as 103 Hawthorne Avenue, *Pittsburgh, PA 01201* on the Certificate of Registration for registration no. 1,533,076) and MITCHELL P. NASH, an individual having his address at 103 Hawthorne Avenue, Pittsfield, Massachusetts (incorrectly shown as 103 Hawthorne Avenue, *Pittsburgh, PA 01201* on the Certificate of Registration for registration no. 1,533,076) (hereinafter referred to as the "Assignors") are the owners of the below-mentioned trademark; and

WHEREAS, the Assignors wish to transfer certain assets to BLUE Q CORPORATION, a Massachusetts corporation, having a principal place of business at 103 Hawthorne Avenue, Pittsfield, Massachusetts (hereinafter referred to as the "Assignee"); and


WHEREAS, the Assignors are the owners, have adopted and are using the words "FLAT CAT" as a trademark; and

WHEREAS, the Assignors have applied for and received a federal trademark registration for "FLAT CAT," specifically Registration Number 1,533,076, from the United States Patent and Trademark Office (the "Mark"); and


WHEREAS, the Assignors and the Assignee are desirous of confirming the assignment for purposes of filing the same with the United States Patent and Trademark Office and other appropriate governmental offices.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignors sold, transferred, assigned, and delivered, and hereby sell, transfer, assign and deliver unto the Assignee, effective as the date hereof, all right, title and interest in and to the Mark and to the Certificate of Registration for registration no. 1,533,076 therefor, together with the goodwill of the business connected with and symbolized by the Mark and the Certificate of Registration, as well as all rights to damages or profits, due or accrued, arising out of past infringement of the Mark or injury to said goodwill and the right to sue for and recover the same in the Assignee's own name.

IN WITNESS WHEREOF, this Assignment has been executed on behalf of the Assignors as of the date hereof.

  
\_\_\_\_\_  
Seth A. Nash

Date: 5/1 \_\_, 2003

  
\_\_\_\_\_  
Mitchell P. Nash

Date: 5/1 \_\_, 2003