# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

| Name         | Formerly | Execution Date | Entity Type             |
|--------------|----------|----------------|-------------------------|
| Transend LLC |          | 06/01/2004     | LTD LIAB JT ST CO: OHIO |

#### **RECEIVING PARTY DATA**

| Name:           | CNG Financial Corporation |  |
|-----------------|---------------------------|--|
| Street Address: | 5155 Financial Way        |  |
| City:           | Mason                     |  |
| State/Country:  | ОНЮ                       |  |
| Postal Code:    | 45040                     |  |
| Entity Type:    | CORPORATION: OHIO         |  |

#### PROPERTY NUMBERS Total: 1

| Property Type           | Number | Word Mark |
|-------------------------|--------|-----------|
| Serial Number: 78191118 |        | TRANSEND  |

### **CORRESPONDENCE DATA**

Fax Number: (513)698-5079

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513-698-5078

Email: mmarrero@ulmer.com
Correspondent Name: Michael A. Marrero
Address Line 1: 600 Vine Street

Address Line 2: 2800 Convergys Center

Address Line 4: Cincinnati, OHIO 45202-2409

ATTORNEY DOCKET NUMBER: 26213-0003

NAME OF SUBMITTER: Michael A. Marrero

Total Attachments: 1

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TRADEMARK REEL: 002864 FRAME: 0375

## TRADEMARK ASSIGNMENT

WHEREAS, Transend LLC, an Ohio limited liability company with an address of 5155 Financial Way, Mason, Ohio 45040 (hereinafter "Assignor"), represents that it is the owner of the trademark TRANSEND (and design) that is the subject of U.S. trademark application Serial Number 78/191,118 (the "Trademark"); and

WHEREAS, CNG Financial Corporation, a corporation organized under the laws of Ohio with an address of 5155 Financial Way, Mason, Ohio 45040 (hereinafter "Assignee"), is desirous of acquiring said Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign to ASSIGNEE all of its right, title and interest worldwide in and to said Trademark, together with the goodwill of the business symbolized by said Trademark and the right to sue for past, present and future infringements of the Trademark and the right to collect and own any monetary or other damages as a result thereof.

ASSIGNOR further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as ASSIGNEE may from time to time reasonably request to effect fully this Assignment and to permit ASSIGNEE to be duly recorded as the registered owner of the Trademark in the United States.

IN TESTIMONY WHEREOF, ASSIGNOR has caused this agreement to be executed effective as of this  $\sqrt{5^{\circ}}$  day of  $\sqrt{200^{\circ}}$ , 2004.

TRANSEND LLC

May 26, 2004 10:06 AM burmi Cin2000 Client/Matter: 26213-0003 Doc: **267493** Ver.**1** 

RECORDED: 06/03/2004