

12/22/03

12-24-2003

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

- 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: November 14, 2003

2. Name and address of receiving party(ies)

Name: Setco Sales Company

Internal

Address: _____

Street Address: 5880 Hillside Avenue

City: Cincinnati State: OH Zip: 45233

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- 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) 2,313,576,
2,413,479, and 0,848,169

Additional number(s) attached Yes No

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

Name: Kathryn E. Smith, Esq.

Internal Address: Wood, Herron & Evans, L.L.P.

2700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati State: OH Zip: 45202-2917

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:

23-3000

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DO NOT USE THIS SPACE

9. Signature.

Kathryn E. Smith

Name of Person Signing

Kathryn E. Smith
Signature

December 18, 2003

Date

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

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01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

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

TRADEMARK
REEL: 002884 FRAME: 0905

ASSIGNMENT OF TRADEMARK ASSETS

WHEREAS, Pope Corporation, a Delaware corporation ("Assignor"), and Setco Sales Company, an Ohio corporation ("Assignee"), have entered into an Asset Purchase Agreement dated as of November 14, 2003 (the "Agreement"); and

WHEREAS, under the Agreement, Assignor agreed to convey to Assignee, all right, title and interest in and to the Purchased Assets, including all Intellectual Property (as those terms are defined in the Agreement); and

WHEREAS, Assignor owns all right, title and interest in and to the federal and state trademark registrations and applications therefor listed in Schedule A hereto that comprise part of the Purchased Assets, and all renewals thereof or thereon (hereinafter, collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to all Trademarks, and Assignor has promised, in the Agreement, to cause the same to be assigned; and

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

1. The Assignor does hereby sell, convey, assign and transfer to the Assignee its entire right, title and interest in, to and under all Trademarks, together with the goodwill of the business symbolized by such Trademarks, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such Trademarks, these rights to be held and enjoyed by the 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. The Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute any and all documents reasonably required to effect this Assignment.

3. The terms and covenants of this Assignment shall inure to the benefit of the Assignee, its successors and assigns and other legal representatives, and shall be binding upon the Assignor, its respective heirs, legal representatives and assigns.

4. The Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in the Assignee's name.

SCHEDULE A

(1 Page)

FEDERAL TRADEMARKS AND APPLICATIONS

| Trademark | Appl./Registration No. | Appl./Registration Date |
|---------------------------------|-------------------------------|--------------------------------|
| "The Complete Spindle Solution" | 2313576 | February 1, 2000P |
| "The Original Spindle Network" | 2413479 | December 19, 2000 |
| Pope | 0848169 | |

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