

03-28-2005  
102967609

REC-102967609  
**TRADEMARK**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

U.S. Cargo, Inc.; Chris Ryan, Inc.; Lake City Bank;  
Sure-Trac Trailers, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) February 9, 2005

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Novae Corporation

Internal \_\_\_\_\_

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

Street Address: One Novae Parkway

City: Markle

State: Indiana

Country: U.S.A.

Zip: 46770

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship Indiana
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)

2,251,248

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: George Pappas

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

Street Address: 919 S. Harrison Street, Suite 300

City: Fort Wayne

State: Indiana

Zip: 46802

Phone Number: (260) 426-2340

Fax Number: (260) 426-2223

Email Address: gp@pappaspto.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



George Pappas

Name of Person Signing

March 21, 2005

Date

Total number of pages including cover sheet, attachments, and document: 40

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/25/2005 6TON11 00000192 2251248

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40.00 DP

**TRADEMARK**  
**REEL: 003139 FRAME: 0716**

MEMORANDUM ASSIGNMENT OF TRADEMARK

WHEREAS, U.S. Cargo, Inc., an Indiana corporation having a business at 17645 Commerce Drive, Bristol, Indiana 46507, did adopt and use the trademark SURE-TRAC said trademark having been registered in the U.S. Patent and Trademark Office on June 8, 1999, as Registration No. 2,251,248 (hereinafter the trademark and registration collectively referred to as SURE-TRAC Registration);

WHEREAS, as evidenced by the Trademark Assignment attached hereto as Exhibit A, on or about May 6, 1999, U.S. Cargo, Inc., did assign all of its right, title and interest in the SURE-TRAC Registration, together with the goodwill associated therewith, to Chris Ryan, Inc., an Indiana Corporation having a place of business at 147 South Second Street, Decatur, Indiana 46733;

WHEREAS, as evidenced by the Bill of Sale attached hereto as Exhibit B, Chris Ryan, Inc., did grant a security interest in Chris Ryan, Inc.'s assets including inventory, accounts, equipment, general intangible and other assets to Lake City Bank, and Chris Ryan, Inc., did default on certain notes to Lake City Bank and Lake City Bank did take possession of its collateral, including the SURE-TRAC Registration, and Lake City Bank did sell all of the assets of Chris Ryan, Inc., including the SURE-TRAC Registration and the good will associated therewith, to Sure-Trac Trailers, Inc., an Indiana corporation having a place of business at 3405 Myer Road, Fort Wayne, Indiana 46803;

WHEREAS, Sure-Trac Trailers, Inc., on or about December 4, 2001, did sell all of its assets, including the SURE-TRAC Registration, together with the goodwill associated therewith, to Novae Corporation, an Indiana corporation currently having a place of business at One Novae Parkway, Markle, IN 46770.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Sure-Trac Trailers, Inc., does hereby acknowledge, warrant and represent that it did on December 4, 2001 have the exclusive right, title and interest in and to the SURE-TRAC Registration and did on that date assign to Novae Corporation all of its rights, title and

interest in and to said SURE-TRAC Registration, together with the goodwill associated therewith.

SURE-TRACK TRAILERS, INC.,

By Richard Laine

Title President

Signed at \_\_\_\_\_, this 9<sup>th</sup> day of February, 2005.

State of Indiana ]

County of Whitley ]

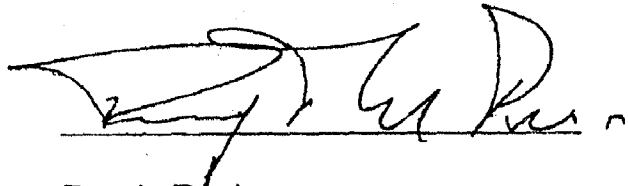
SS:

On this 9<sup>th</sup> day of February, 2005, personally appeared Richard Laine, to me known and known to me to be the President of SURE-TRAC TRAILERS, INC., and acknowledged that he has authority to execute this Memorandum Assignment of Trademarks on behalf of SURE-TRAC TRAILERS, INC., and executed this Memorandum Assignment of Trademark on behalf of said SURE-TRAC TRAILERS, INC., pursuant to authority duly received.

Tricia A. Matton  
Notary Public

# TRADEMARK ASSIGNMENT

Incident to the sale of the Sure Trac product line of its business to Chris Ryan, Inc., U.S. Cargo, Inc. hereby agrees and confirms that it has sold all of its right, title and interest in the Sure Trac trademark, together with the good will associated with that mark, and including any and all rights under U.S. Trademark Registration Application Serial Number 75/443,713, and the Lawn King trademark, together with the good will associated with that mark, to Chris Ryan, Inc. for good and valuable consideration. U.S. Cargo, Inc. hereby authorizes the Commissioner of Patents and Trademarks to issue any trademark registration certificate granted on the above mentioned application to Chris Ryan, Inc. U.S. Cargo, Inc. agrees to execute any other documents necessary and proper to effectuate this assignment as may be requested by Chris Ryan, Inc.



Randy Rush  
President  
U.S. Cargo, Inc.

5/6/99

Date



**BILL OF SALE**

AGREEMENT dated this 27<sup>th</sup> day of January 2000 by and between LAKE CITY BANK (hereinafter "BANK") and SURE-TRAC TRAILERS, INC., 3405 Meyer Road, Fort Wayne, Indiana (hereinafter "Buyer").

WHEREAS, BANK was owner of two promissory notes, both dated March 3, 1999, in the principal sums of \$1,400,000.00 and \$250,000.00, executed by Chris Ryan, Inc. (hereinafter "the Notes"), and

WHEREAS, the Notes were secured by certain security agreements whereby BANK was granted a security interest in Chris Ryan, Inc.'s assets including inventory, accounts, equipment, general intangibles and other assets, and

WHEREAS, Chris Ryan, Inc. has not paid BANK the balances owing BANK on the Notes and are in default to BANK, and

WHEREAS, BANK as secured party has taken possession of its collateral to liquidate it, and

WHEREAS, Buyer wishes to purchase same;

NOW, THEREFORE, WITNESSETH, that BANK has this day bargained and sold, and does hereby bargain, sell, assign, transfer, set over and deliver to Buyer for the sum of One (\$1.00) Dollar and other good and valuable consideration, to BANK in hand paid, the receipt whereof is hereby acknowledged, the following described assets of Chris Ryan, Inc.:

All inventory, machinery, equipment, accounts receivable, and general intangibles. An exhibit specifically describing the equipment and inventory is attached hereto, incorporated herein and identified as Exhibit "A".

BANK, as secured lender, has taken possession of the described property under the terms of its Security Agreements and conveys title as it has received pursuant to its statutory rights and the terms of its Security Agreements. **BANK MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.**

No express warranties have been made by the BANK in reference to the goods unless expressly included in this written Agreement.

EXHIBIT  
B

Buyer acknowledges delivery and acceptance of the property "AS IS, WHERE IS".

DATED this 27<sup>th</sup> day of JANUARY, 2000.

"BANK":

LAKE CITY BANK

By L.O. Meyer, Jr.  
Its VICE-PRESIDENT

"BUYER":

SURE-TRAC TRAILERS, INC.

By Richard L. Lin  
Its President