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# TRADEMARK ASSIGNMENT

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
ABWA Company Inc	FORMERLY ABWA Company Inc	01/01/2008	COMPANY: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	ABWA Management LLC	
Doing Business As:	DBA ABWA Management LLC	
Street Address:	12722 Overbrook Road	
City:	Leawood	
State/Country:	KANSAS	
Postal Code:	66209	
Entity Type:	COMPANY: UNITED STATES	

# PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1454186	WOMEN IN BUSINESS
Registration Number:	1474905	ABWA
Registration Number:	1709333	WOMEN IN BUSINESS
Registration Number:	1766965	WOMEN IN BUSINESS
Registration Number:	2140156	PRIMETIME CONNECTION
Registration Number:	2150538	THE EXPRESS NETWORK
Registration Number:	2473262	ABWA AMERICAN BUSINESS WOMEN'S ASSOCIATION CHANGING WOMEN'S LIVES ONE WOMAN AT A TIME.
Registration Number:	2393718	INTERNATIONAL BUSINESS WOMEN'S ASSOCIATION
Registration Number:	2067909	THE COMPANY CONNECTION

# **CORRESPONDENCE DATA**

Fax Number: (816)361-4991

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

TRADEMARK
REEL: 003880 FRAME: 0815

900119777

Phone: M. Rene' Email: rstreet@abwa.org Correspondent Name: Steet Address Line 1: 12722 Overbrook Road Address Line 4: Leawood, KANSAS 66209 NAME OF SUBMITTER: M. Rene' Street Signature: /M. Rene' Street/ 10/31/2008 Date:

Total Attachments: 2

 $source = Bill\_of\_Sale-Assignment\_and\_Assumption [1] \# page 1.tif$ source=Bill\_of\_Sale-Assignment\_and\_Assumption[1]#page2.tif

> **TRADEMARK REEL: 003880 FRAME: 0816**

# BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is dated as of January \_\_\_\_, 2008, and is by and between THE ABWA COMPANY, INC., a Missouri corporation (the "Seller") and ABWA MANAGEMENT, LLC, a Missouri limited liability company (the "Purchaser").

### RECITAL

Seller and Purchaser are parties to an Asset Purchase Agreement, dated as of January \_\_\_\_\_\_, 2008 (the "Purchase Agreement"), providing for, among other things, the sale to Purchaser of the Purchased Assets on the terms and subject to the conditions set forth in the Purchase Agreement. This Agreement is the Bill of Sale and Assignment Agreement required under Section 6.3 of the Purchase Agreement. The Purchase Agreement is attached to this Agreement and is incorporated into this Agreement by this reference.

### **AGREEMENT**

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

- 1. Defined Terms. Capitalized terms used in this Agreement without definition have the meanings ascribed to them in the Purchase Agreement (which meanings are incorporated into this Agreement by this reference).
- 2. Conveyance of Purchased Assets. Effective as of the date of this Agreement, Seller sells, assigns, transfers and delivers to Purchaser all of Seller's right, title and interest in and to the Purchased Assets.
- 3. Acceptance by Purchaser; Assumption of Assumed Contracts. Purchaser (i) acknowledges its acceptance of all right, title and interest in and to the Purchased Assets conveyed under Section 2 of this Agreement and (ii) assumes and agrees to discharge all liabilities and obligations arising on or after the date of this Agreement under each of the Assumed Contracts.
- 4. Other Provisions. The provisions of this Agreement bind and inure to the benefit of the parties and their respective successors and assigns. The headings in this Agreement are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Agreement. The parties may execute this Agreement contemporaneously in two or more counterparts (including facsimile and portable document format (.PDF) copies), any one of which need not contain the signatures of more than one party, but all the counterparts taken together will constitute one and the same Agreement. This Agreement will be construed in accordance with and governed by the internal laws of Missouri.

\*\*\* Signature page follows \*\*\*

CC 1966857v1

TRADEMARK REEL: 003880 FRAME: 0817 IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the day and year first written above.

**PURCHASER:** 

ABWA MANAGEMENT, LLC

Pene Street Monogor

**SELLER:** 

THE ABWA COMPANY, INC.

Carolyn Elman President

CC 966857v1

**RECORDED: 10/31/2008** 

Signature page to Bill of Sale, Assignment and Assumption Agreement

TRADEMARK REEL: 003880 FRAME: 0818