

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	<b>NEW ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	<b>ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL</b>

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cummings Incorporated, The International Sign Service		04/25/2011	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	Cummings Resources LLC
<b>Street Address:</b>	4260 Trousdale Drive
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37204
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2259258	CUMMINGS INCORPORATED
Registration Number:	2259257	CUMMINGS INCORPORATED
Registration Number:	0882251	C
Registration Number:	0848932	THE INTERNATIONAL SIGN SERVICE
Registration Number:	0868631	C
Registration Number:	0871038	THE INTERNATIONAL SIGN SERVICE
Registration Number:	1445584	CUMMINGS SIGNS CUMMINGS INCORPORATED

**CORRESPONDENCE DATA**

Fax Number: (214)661-6662  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-953-5880  
 Email: phyndman@jw.com  
 Correspondent Name: Pete Hyndman  
 Address Line 1: 901 Main Street, Suite 6000  
 Address Line 4: Dallas, TEXAS 75202

**TRADEMARK**

**900190494**

**REEL: 004530 FRAME: 0576**

CH \$190.00 2259258

ATTORNEY DOCKET NUMBER:	132425.33
NAME OF SUBMITTER:	Pete Hyndman
Signature:	/Pete Hyndman/
Date:	04/28/2011
Total Attachments: 3 source=CummingsTM Assign#page1.tif source=CummingsTM Assign#page2.tif source=CummingsTM Assign#page3.tif	

## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made effective as of April 25, 2011, by Cummings Incorporated, The International Sign Service, a Tennessee corporation ("*Assignor*"), to Cummings Resources LLC, a Delaware limited liability company ("*Assignee*").

Assignee and Assignor are parties to a Foreclosure Agreement, entered into effective as of April 25, 2011 (the "*Agreement*"), pursuant to which Assignee has purchased and acquired the Assets (as defined in the Agreement), including without limitation all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Marks*")

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement, including the payment of the Purchase Price set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers, delivers and grants to Assignee, and Assignee hereby accepts the sale, conveyance, assignment, transfer, delivery and grant of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Marks, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Servicemarks and Trademarks not been made.

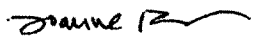
Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to the principles of conflicts of laws thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

CUMMINGS INCORPORATED, THE INTERNATIONAL SIGN SERVICE

By: CAPITALSOURCE FINANCE LLC,  
as Attorney-in-Fact pursuant to that  
certain Revolving Credit and Security  
Agreement, dated July 28, 2005, as  
amended



Joanne Fungaroli Authorized Signatory

ANNEX A

REGISTERED SERVICEMARKS AND TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Date Registered</u>
CUMMINGS INCORPORATED	U.S. Federal	Registered	75/465,179	2,259,258	July 6, 1999
CUMMINGS INCORPORATED	U.S. Federal	Registered	75/465,178	2,259,257	July 6, 1999
C	U.S. Federal	Renewed	72/296,813	0,882,251	December 9, 1969
The International Sign Service	U.S. Federal	Renewed	72/268,163	0,848,932	May 14, 1968
C	U.S. Federal	Renewed	72/296,812	0,868,631	April 29, 1969
The International Sign Service	U.S. Federal	Renewed	72/268,162	0,871,038	June 10, 1969
Cummings Signs Cummings Incorporated	U.S. Federal	Registered	73591431	1,445,584	June 30, 1987

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