

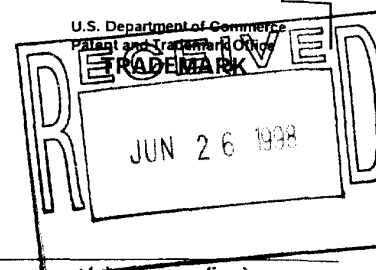
07-08-1998



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6-26-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/06/1998 DNGUYEN 00000334 1638277

FOR OFFICE USE ONLY

90E

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box 131, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

803/933-4200

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1638277"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1781084"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1651416"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Henry H. Taylor

Name of Person Signing



Signature

6-25-1998

Date Signed

TRADEMARK, TRADE NAME AND ASSUMED NAME ASSIGNMENT

THIS TRADEMARK, TRADE NAME AND ASSUMED NAME ASSIGNMENT (the "Assignment") is made to be effective as of March 1, 1998 ("Effective Date"), by and between Investment Resource Management, L.P., a Delaware limited partnership, with its principal office at 4570 Westgrove Drive, Addison, Texas 75248 ("Assignor"), and ECDC East, L.C., a Utah limited liability company, with its principal office at 127 South 500 East, Salt Lake City, Utah 84102 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Agreement of Purchase and Sale of Assets dated as of April __, 1998, ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business (as defined in the Purchase Agreement), including the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedules A and B, respectively, including variations thereof, and the unregistered trademarks identified and set forth on Schedule C, and any variation thereof, and the foreign trademark registrations and applications for registrations identified and set forth on Schedule D and any variation thereof (collectively, the "Marks"), and various trade names and assumed names, identified and set forth on Schedules E and F, respectively, including variations thereof (collectively, the "Trade/Assumed Names"), and the goodwill of the Business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignors right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the Business in connection with which the Marks and the Trade/Assumed Names are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the Business in connection with which the Marks and the Trade/Assumed Names are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade/Assumed Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

- 3 -

TRADEMARK

03-30-98 MON 10:41 FAX 312 861 2200 2508
Kirkland & Ellis REEL: 1748 FRAME: 0040

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this ____ day of _____, 199_.

Name: _____

Title: _____

ECDC EAST, L.C.

Kenneth W. Winger

Name: Kenneth W. Winger

Title: Manager

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) SS.

On this first day of April, 1998, there appeared before me Kenneth W. Winger, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of ECDC EAST, L.C.

Barbara G. McQuillan
Notary Public

STATE OF)
COUNTY OF) SS.

On this ____ day of _____, 199_, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _____.

Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ITEX	1,638,277	3/19/91
ARCHON	1,781,084	7/13/93
DESIGN:Globe Super- imposed With a Triangle	1,651,416	7/23/91

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None		

SCHEDULE C

UNREGISTERED TRADEMARKS

Mark

Reg. No.

Reg. Date

None

SCHEDULE D

FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ARCHON	Australia	A524926	01/28/89
ARCHON	Australia	A524927	01/28/89
ARCHON	Canada	406000	12/11/92
ARCHON	Great Britain	1410325	01/11/91
ARCHON	Great Britain	1410326	01/11/91

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. Date</u>
None			

SCHEDULE E

TRADE NAMES

None

SCHEDULE F

ASSUMED NAMES

None