

02-20-2002

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨



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U.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):

**Citicorp Venture Capital, Ltd., a
New York corporation**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: **January 11, 2002**

2. Name and address of receiving party(ies)

Name: **Carpediem Management Company**

Internal Address: _____

Street Address: **5017 Pine Creek Drive**

City: **Westerville** State: **Ohio** Zip: **43081**

- 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)

1,158,524	1,323,879	1,235,384
1,084,396	1,201,568	1,357,370

Additional number(s) attached Yes No

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

Name: **Sharon K. Ferguson, Paralegal**

Internal Address: **Schottenstein Zox & Dunn**

26th Floor

Street Address: **41 South High Street**

City: **Columbus** State: **Ohio** Zip: **43215**

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ **165.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Sharon K. Ferguson, Paralegal
Name of Person Signing

Sharon K. Ferguson
Signature

January 29, 2002
Date

Total number of pages including cover sheet, attachments, and document: 3

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

02/19/2002 TDIAZ1 00000206 1158524

01 FC:481
02 FC:482

40.00 OP
125.00 OP

TRADEMARK
REEL: 002446 FRAME: 0512

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK, is made and entered into this 11th day of January, 2002, by and between Citicorp Venture Capital, Ltd., a New York corporation whose address is 399 Park Avenue, 14th Floor, New York City, New York 10043 (the "Assignor") and Carpediem Management Company, an Ohio corporation whose address is 5017 Pine Creek Drive, Westerville, Ohio 43081(the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the owner of the following trademarks now registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
RAX & Design	1,158,524	June 23, 1981
RAX (Stylized)	1,084,396	January 31, 1978
RAX SENIOR SAVERS CLUB	1,323,879	March 5, 1985
MISC. DESIGN (STEER HEAD)	1,201,568	July 13, 1982
BBC	1,235,384	April 19, 1983
ENDLESS SALAD BAR	1,357,370	August 27, 1985

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, transfer, bargain, sell and convey unto the Assignee, the Assignee's successors and assigns, all of the Assignor's right, title and interest, in and to all of the trademarks listed above, together with the goodwill of the business symbolized by said trademarks and any registrations thereof.

TO HAVE AND TO HOLD the aforesaid trademarks to the Assignee, its successors and assigns, to its own use forever.

The Assignor covenants, warrants and agrees that it is the lawful owner of the aforesaid trademarks and has the right to convey the same, that the same is free and clear of all encumbrances and liens whatsoever, and that the Assignor will warrant and defend its ownership thereof against the loss or claims of all persons or entities.

