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

### Recordation Form Cover Sheet TRADEMARKS ONLY

Attorney Docket No. 000291  
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):  
**JOSEPH ENTERPRISES, INC.** 6-6-02

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

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Name: CSL, L.L.C.

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

Street Address: 4890 W. Kennedy Blvd., Suite 900

City: Tampa State: Florida ZIP: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: Florida limited liability corporation  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name

Execution Date: May 13, 2002

4. Application Number(s) or Registration Number(s).  
 A. Trademark Application No(s):  
75/877,876; 76/071,938; and 76/071,935

B. Trademark Registration No(s):

Additional numbers attached?  Yes  No

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

Name: Mary L. Shapiro  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
(415) 576-0200

06/07/2002 GTOM11 00000009 201430 75877876

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

6. Total number of applications and registrations involved ..... 3

7. Total fee (37 CFR 3.41): ..... \$90.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.*

Mary L. Shapiro                      Mary L. Shapiro                      5/31/02  
 Name of Person Signing                      Signature                      Date

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

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231 SF 1351458 v1

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment"), effective as of June 25, 2001, is made by and between JOSEPH ENTERPRISES, INC., a California corporation, whose address is 425 California Street, Suite 1300, San Francisco, California 94104 (hereinafter "Assignor"), and CSL, L.L.C. (hereafter "CSL"), a Florida limited liability corporation, whose address is 4890 W. Kennedy Blvd., Suite 900, Tampa, Florida (hereinafter "Assignee").

WHEREAS, Assignor has adopted the trademarks shown below (the "Marks"), the subject of applications for registration in the United States Patent and Trademark Office

MARK	SERIAL NO.	FILING DATE
SWEEPING LOG	75/877,876	December 21, 1999
CSL	76/071,938	June 14, 2000
CHIMNEY SWEEPING LOG	76/071,935	June 14, 2000

and;

WHEREAS, Assignor desires to assign all rights in the Marks to Assignee, and Assignee desires to accept such rights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of certain license rights in the Mark that Assignee has agreed to grant to Assignor, Assignor does hereby sell, assign, set over and transfer to Assignee all of Assignor's rights, title and interest throughout the world in and to the Marks, together with the whole of the goodwill of the business connected with, symbolized by and pertaining to the Marks, together with the right to bring legal action against and to collect damages from third parties for any claims for past or current infringement(s) of the Marks, including without limitation claims for dilution, violation of the anti-cybersquatting act, and unfair competition against such third parties. Any such action will be brought at Assignee's cost, but Assignor agrees to cooperate as may be necessary. Additionally, Assignor assigns the right to collect royalties for licensing of the Mark. The rights granted hereunder are for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

IN WITNESS HEREOF, authorized representatives of Assignor and Assignee have executed this instrument as of the date set forth below.

JOSEPH ENTERPRISES, INC.

Dated: Aug 25, 2002

By: [Signature]

Name: Michael Wood

Title: V.P.

CSL, L.L.C.

Dated: May the 13<sup>th</sup>, 2002

By: Jean-Camille RAYMOND

Name: [Signature]

Title: MANAGER