

07-15-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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):
 Patriot Consumer Products, Inc.
 111 Veterans Boulevard, Suite 1060
 Metairie, LA 70005

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

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

Feb-21-02

2. Name and address of receiving party(ies)
 Name: J.C. Ehrlich Co., Inc.
 Internal
 Address: Victor H. Hammel, President
 Street Address: 500 Spring Ridge Drive
 City: Wyomissing State: PA Zip: 19610

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 4/2/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
None

B. Trademark Registration No.(s)
1801379

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jonathan R. Wachs, Esquire
 Internal Address: Leisawitz Heller
Abramowitch Phillips, P.C.
Berkshire Commons
 Street Address: 2201 Ridgewood Rd.
Suite 400
 City: Wyomissing State: PA Zip: 19610

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 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.

Victor H. Hammel *Victor H. Hammel* 7/2/02
 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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002543 FRAME: 0118

04-26-2002
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Victor H. Hammel *Victor H. Hammel* 4/2/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

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

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TRADEMARK SALE AND ASSIGNMENT AGREEMENT

THIS TRADEMARK SALE AND ASSIGNMENT AGREEMENT ("Agreement") is made and effective this 2nd day of April 2002 by and between PATRIOT CONSUMER PRODUCTS, INC. a business corporation organized and operating under the laws of the State of Louisiana with a principal place of business located at 111 Veterans Boulevard, Suite 1060, Metairie, Louisiana 70005 ("Transferor") and J.C. EHRLICH CO., INC., a business corporation organized and operating under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 500 Spring Ridge Drive, Wyomissing, Pennsylvania 19610 ("Transferee") (Transferor and Transferee are hereinafter collectively called the "Parties" and individually referred to as a "Party").

WHEREAS, Transferor is the sole current owner of certain federal trademark on the typed version of the term "911," which trademark was registered in International Class 5 by the United States Patent and Trademark Office ("USPTO") on October 26, 1993 as trademark registration number 1801379 (hereinafter called the "Mark"); and

WHEREAS, Transferee desires to purchase the Mark and to become the owner of record for the Mark, in accordance with the terms hereof and Transferor desires to sell and assign the Mark to Transferee on the same terms.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby sells, transfers and assigns to Transferee all of Transferor's rights, title to, and interest in the Mark, in accordance with the terms and conditions contained herein. Furthermore, the Parties, with the intent to be legally bound hereby, agree as follows:

1. Sale and Assignment. As consideration for all of Transferor's rights, title to, and interest in the Mark, Transferee shall pay Transferor the purchase price ("Purchase Price") of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on the terms noted herein. Contemporaneous with its execution hereof, Transferee shall deliver to Transferor an initial payment in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) and shall deliver to JONATHAN R. WACHS, ESQUIRE ("Escrow Agent") a certified check payable to Transferor for the balance of the Purchase Price in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) ("Escrowed Funds"). In addition to the Purchase Price, Transferee shall also pay all filing and/or registration fees associated with such assignment of the Mark. If and when Escrow Agent is notified that the USPTO has registered the assignment of the Mark as contemplated herein, Escrow Agent shall promptly deliver the Escrowed Funds to the Transferor at Transferor's above-noted address. If Escrow Agent is notified by Transferee that: 1) the USPTO has rejected the assignment contemplated herein; or 2) Transferor has breached any of its obligations hereunder; or 3) any representation made by Transferor hereunder is false and/or misleading, Transferor and Escrow Agent shall return the Purchase Price to Transferee and Transferee shall execute and deliver to Transferor any documents needed to assign to Transferor any rights in or to the Mark conveyed to Transferee

hereunder, whereupon this Agreement shall automatically terminate and neither Party shall have any further rights or duties hereunder. In such event, Transferor shall pay all filing and/or registration fees associated with the re-assignment of the Mark.

2. Escrow. Escrow Agent shall hold the Escrowed Funds in escrow in a non-interest-bearing account in accordance with the terms and conditions of this Agreement. Escrow Agent shall have no duty to make any investigation with respect to the facts supporting any claim by either Party to the Escrowed Funds. Escrow Agent shall have no liability of any nature whatsoever arising out of or pertaining to its duties or obligations pursuant to this Agreement or the delivery or refusal to deliver the Escrowed Funds, other than liability arising out of gross negligence or willful misconduct. The Parties acknowledge that Escrow Agent is counsel to Transferee. Nothing contained in this Agreement or otherwise shall be the basis for disqualification of Escrow Agent or his respective law firm from acting as counsel to Transferee, pertaining to any controversy of nature, including without limitation any controversy arising out of this Agreement or pertaining to the Escrowed Funds.

3. Transferor's Warranties and Representations. Transferor warrants and represents that:

- a. Transferor has unencumbered ownership rights in the Mark.
- b. Transferor has properly registered the Mark with the USPTO, without committing any fraud or misrepresentation;
- c. Transferor has the authority to transfer the Mark;
- d. Transferor has not received any notice of a lien placed by a third party on the Mark;
- e. Transferor has not used the Mark for any illegal purpose; and
- f. Transferor's use of the Mark does not infringe upon the rights of any third party in any jurisdiction.

4. Further Assurances. Transferor agrees to cooperate with Transferee and to follow Transferee's instructions needed to effectuate as expeditiously as possible the assignment of the Mark. Specifically, contemporaneous with the execution hereof, Transferor shall complete, execute and deliver to Transferee all forms required by the USPTO to assign to Transferee all Transferor's rights to and interest in the Mark.

5. Abandonment of Mark. If Transferee, at any time after acquiring all of Transferor's rights, title to, and interest in the Mark, "abandons" the Mark (as defined herein), Transferee shall assign to Transferor, upon Transferor's written request, all of Transferee's rights, title to and interest in the Mark for the purchase price of One Dollar (\$1.00). As used herein, Transferee shall be deemed to have "abandoned" the Mark

only if and when Transferee ceases to use or reference the Mark in any manner whatsoever on or in any of Transferee's promotional materials, vehicles, Internet web site, stationery, or proprietary printed matter, and Transferee's failure to so use the Mark continues for an interrupted period of one (1) year. If the Mark is reacquired by Transferor under the terms of this paragraph, Transferor shall pay all subject filing and/or registration fees to effectuate such assignment.

6. License. As consideration for Transferee's initial payment as noted in Section 1, Transferor hereby extends the term of Transferee's license to use the Mark on the terms contained in the Trademark License Agreement executed by and between the Parties on April 15, 1999 for a renewal term to expire on April 14th, 2004.

7. Miscellaneous. This Agreement is governed by the internal substantive laws of the Commonwealth of Pennsylvania. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not effect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall deemed a further or continuing waiver of such term or any other term. This Agreement constitutes the entire Agreement between the Parties with respect to this transaction. This Agreement supersedes any prior oral or written agreement of the Parties including, but not limited to, the Trademark License Agreement executed by and between the Parties on April 15, 1999. Any changes to this Agreement must be made in writing, signed by an authorized representative of both Parties. This Agreement may be executed by facsimile signatures and counterparts, each of which shall constitute an original and all of which taken together shall constitute a single document.

IN WITNESS WHEREOF, the Parties have caused this document to be executed by their authorized officers on the date indicated below.

PATRIOT CONSUMER PRODUCTS, INC. - TRANSFEROR

By: *Kenneth B. Ruello*
Kenneth B. Ruello, President

Date: 4/2/02

J.C. EHRLICH CO., INC. - TRANSFEREE

By: *Victor H. Hammel*
Victor H. Hammel, President

Date: 4/8/02