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Form PTO-1594 (Rev. 10/02)

3-10-03 REC T



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Service Merchandise Company No. 51, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Illinois corporation

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

3. Nature of conveyance:

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

Execution Date: 03/10/2003

2. Name and address of receiving party(ies)

Name: Raymond Zimmerman

Internal Address: c/o Alice Crafts

Street Address: 111 Westwood Place, Suite 400

City: Brentwood State: TN Zip: 37027

- Individual(s) citizenship U.S., Association, General Partnership, Limited Partnership, Corporation-State, 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) See attached.

Additional number(s) attached Yes No

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

Name: Bart A. Lazar

Internal Address:

Street Address: Seyfarth Shaw

55 E. Monroe, Suite 4200

City: Chicago State: IL Zip: 60603-5803

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$ 190

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

19-1351

FINANCE SECTION AM 7:38

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9. Signature.

Bruce Haraguchi Name of Person Signing

Signature

3/10/03 Date

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

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

**Recordation Cover Sheet**  
**Item 4.B.**

<u>Registration No.</u>	<u>Mark</u>
1,582,912	SERVICE MERCHANDISE
2,674,279	@ YOUR SERVICE MERCHANDISE
2,183,833	SERVICE MERCHANDISE
1,077,145	SERVICE MERCHANDISE and Design
1,431,570	SERVICE MERCHANDISE and Design
2,183,484	SERVICE MERCHANDISE THE JEWELRY, GIFT AND HOME STORE WORTH REMEMBERING
2,662,358	SERVICE MERCHANDISE SELECT

**TRADEMARK ASSIGNMENT**

**WHEREAS**, Service Merchandise Company No. 51, Inc., ("Assignor"), an Illinois corporation, owns the following trademarks and service marks ("the Marks");

<u>Mark</u>	<u>U.S. Reg. No.</u>	<u>App. No.</u>
SERVICE MERCHANDISE	1,582,912	
@ YOUR SERVICE MERCHANDISE	2,674,279	76/306,235
SERVICE MERCHANDISE	2,183,833	
SERVICE MERCHANDISE and Design	1,077,145	
SERVICE MERCHANDISE and Design	1,431,570	
SERVICE MERCHANDISE THE JEWELRY, GIFT AND HOME STORE WORTH REMEMBERING	2,183,484	
SERVICE MERCHANDISE SELECT	2,662,358	76/306,237

**AND WHEREAS**, Raymond Zimmerman, ("Assignee") desires to acquire the Marks, the goodwill appurtenant thereto, and the above-identified registrations therefor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Marks, together with all of the goodwill associated therewith, and the above-identified registrations and all of Assignor's rights therein, to Assignee, effective as of October 2002 pursuant to the Asset Purchase Agreement between Service Merchandise Company, Inc and Raymond Zimmerman.

SERVICE MERCHANDISE COMPANY NO. 51,  
INC.

Date: 3/10/03

By: 

Name: C. Steven Moore

Title: Chief Administrative Officer

CHI 10495097.1

Mar 10 2003 11:23 P.02

Fax: 615-660-3204

SMS

**TRADEMARK**  
**REEL: 002690 FRAME: 0963**

**ASSIGNMENT**

WHEREAS, we **STEPHEN J. ELLEDGE**, a citizen of the United States of America, residing at 2103 Addison, Houston, Texas 77030 USA; **DAVID K. CORTEZ**, a citizen of the United States of America, residing at 3043 Pecan Point, Sugarland, Texas 77478 USA; and **LEE ZOU**, a citizen of China, residing at 7575 Cambridge, Apt. 2403, Houston, Texas 77054 USA; (herein called "Assignors"), are the co-inventors and owners of a certain new and useful invention and improvement(s) entitled "**METHODS AND COMPOSITIONS IN CHECKPOINT SIGNALING**" (herein called the "Invention"), for which a provisional application for a United States Patent was filed on November 20, 2001, and a nonprovisional application for United States Patent was filed November 20, 2002, Application Nos. 60/331,821 and 10/300,453, respectively; and

WHEREAS, Assignors are **Associate Professor, Postdoctoral Fellow, and Postdoctoral Fellow**, respectfully, at the time the invention was made (herein called "College Personnel") of **BAYLOR COLLEGE OF MEDICINE**, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Assignee");

WHEREAS, Assignors represent that they are the inventors of the Invention and that the Invention was made, conceived and/or reduced to practice while Assignors were serving in their positions of College Personnel of Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignors are desirous of assigning to Assignee all of their rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Assignee of the Invention to a corporation or other entity for commercialization of the Invention; and

WHEREAS, Assignors acknowledge that they are assigning their right as part of their obligations as College Personnel, their use of the facilities of Assignee to make the Invention and their desire to receive consideration under the Baylor Patent Policy;

NOW, THEREFORE, Assignors, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by, Assignors under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee all of Assignors' rights throughout the world in and to: