

09-20-2000

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- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
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Correspondent Name and Address

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Pages

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

2

Application Number(s) or Patent Number(s)

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

Patent Application Number(s)

Patent Number(s)

D378294

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number
has not been assigned.

PCT

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Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:
Deposit AccountEnclosed ☒Deposit Account ☐

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

Deposit Account Number:

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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.

Robert G. Hueston

Name of Person Signing

Signature

August 29, 2000

Date

**ASSIGNMENT OF TRADEMARKS
AND PATENT APPLICATIONS**

WHEREAS, EverGreen International, Inc., an Indiana corporation (hereinafter "Assignor"), is the owner of the following registered trademarks: United States Registration No. 1,932,353; United States Registration No. 1,882,802; United States Registration No. 1,876,385; United States Registration No. 1,865,573; United States Registration No. 1,862,248; United States Registration No. 1,862,247; United States Certificate of Renewal No. 759,168; and German Registration No. 2,090,216 (all of the foregoing, together with any reissues, substitutions, continuations, or extensions therefor collectively are referred to herein as the "Trademarks"), United States Patent Application No. 08/657,630 and United States Patent Application No. 29/046,962 (such applications, together with any patents issuing therefrom, reissues, substitutions, continuations, or extensions therefor collectively are referred to herein as the "Patent Applications"); and

WHEREAS, BlueBird International, Inc., a Colorado corporation (hereinafter "Assignee"), is desirous of acquiring all right, title and interest in and to the Trademarks and the Patent Applications owned by Assignor.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee and its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks and the Patent Applications, together with all goodwill associated with such Trademarks or Patent Applications, for the United States and throughout the world, the same to be held and enjoyed by the said Assignee for its own use or for the use of its successors, assigns and legal representatives, as fully and entirely as the same would have been held by Assignor had this Assignment not been made. Assignor hereby sells, assigns, and transfers to Assignee all priority rights in and to the Trademarks or the Patent Applications and authorizes and requests the Commissioner of Patents and Trademarks to issue all patents issuing from the Patent Applications to Assignee, or its successor and assigns.

The foregoing assignment includes any re-issue, re-examination, or extension of any of the listed Trademarks or patents issuing from the Patent Applications, and the right to recover damages for any past infringements of the Trademarks or any patents issuing from the Patent Applications. Assignor covenants that Assignor has the full right to convey the entire right, title and interest in the Trademarks and Patent Applications, free and clear of any and all title defects, liens, encumbrances, security interests of any kind, nature or description, and that Assignor has not executed and will not execute any agreement in conflict herewith. Assignor covenants that no other person or party has any rights, title or interest in or to the Trademarks or the Patent Applications, and that Assignor does not have title to any other patents, patent applications, trademarks, or trademark applications.

Assignor further agrees, at any time upon request of Assignee or its successors and assigns, to execute and deliver any and all other appropriate supplemental agreements and other instruments, and to take any other action reasonably necessary to: (i) carry out the intent of this Assignment; (ii) to make this Assignment fully and legally effective, binding, and enforceable as between the parties hereto or as against third parties; or (iii) to perfect title in the Trademarks or Patent Applications in Assignee or its successors and assigns.

IN WITNESS WHEREOF, this Assignment has been duly authorized and executed effective as of the 1st day of January, 1997.

ASSIGNOR:

EVERGREEN INTERNATIONAL, INC.,
an Indiana Corporation

By 
Mark B. Gramelspacher, President

STATE OF Ind)

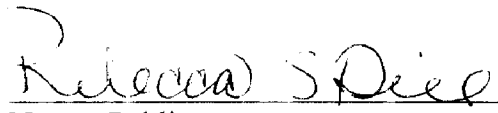
) ss.

COUNTY OF Marion)

Subscribed and sworn to before me this 28 day of ^{Aug 28, 2000} ~~February~~, 1997, by Mark B. Gramelspacher as President of EverGreen International, Inc.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: ~~Releco~~ April 05, 2008


Notary Public