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09-28-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

10-28-1998



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

10/26/1998 TDM11 00000224 2122074

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

REEL: 1804 FRAME: 0546

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(804) 775-3100

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2122074"/>	<input type="text" value="1771857"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1944799"/>	<input type="text" value="2167078"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1917099"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

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

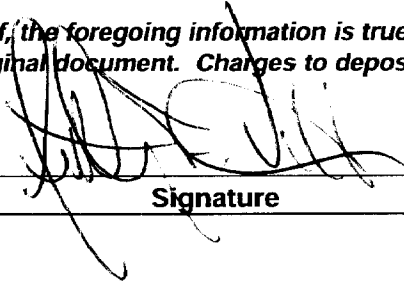
Deposit Account Number: #

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.

Anthony F. Vittone



9/28/98

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is effective as of the 1st day of June, 1998, between OMNI SERVICES, INC., a Virginia corporation, with offices at 14115 Lovers Lane, Culpeper, Virginia 22701 ("Omni"), and OSUS, INC., a Delaware corporation, with its only office at 200 West Ninth St. Plaza, Suite 102, Wilmington, Delaware 19801 ("OSUS").

BACKGROUND

The background of this Assignment Agreement is as follows:

1. Omni has adopted and used, is using and is owner of certain tradenames and trademarks, with registrations or applications for registration thereof, as are more particularly listed on Schedule A attached hereto (collectively, the "Trademarks").

2. Omni desires to assign, transfer and convey all right, title and interest in the Trademarks to OSUS.

3. OSUS desires to obtain from Omni an assignment of all right, title and interest in the Trademarks and to assume all liabilities and obligations in connection therewith, except as otherwise agreed in writing.

AGREEMENT

NOW, THEREFORE, in consideration of One Thousand Dollars (\$1,000.00) the mutual promises and covenants made herein, the parties hereto, intending to be legally bound, hereby agree as follows:

(A) Omni hereby assigns, transfers and conveys unto OSUS, its successors and assigns, all right, title and interest in and to the Trademarks, including without limitation all goodwill of the business symbolized by the Trademarks and all applicable registrations and applications for registration thereof to be used as fully and entirely as such rights would have been held and enjoyed by Omni had this Assignment Agreement not been made.

(B) Omni agrees to take whatever further action is deemed necessary or appropriate by OSUS to properly and completely effect the transfer to OSUS of the Trademarks and to establish full custody of such Trademarks by OSUS.

(C) This Assignment Agreement shall be governed by laws of the State of Delaware without regard to the conflicts of law's rules contained therein.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers have executed this Assignment Agreement.

[Seal]
Attest:

OMNI SERVICES, INC.

By: James E. Floyd
Name: James E. Floyd Jr.
Title: Secretary/Treasurer

By: Alan W. Myers
Name: Alan W. Myers
Title: Vice President

[Seal]
Attest:

OSUS, INC.

By: _____
Name:
Title:

By: Barry A. Crozier
Name: Barry A. Crozier
Title: Assistant Secretary

STATE OF VIRGINIA)
)
COUNTY OF CULPEPER) SS.

On the 23rd day of June, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Alan W. Myers, who acknowledged himself to be the Vice President of Omni Services, Inc., a Virginia corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

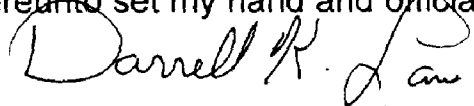

NOTARY PUBLIC

My Term Expires: My Commission Expires April 30, 2001
[SEAL]

STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE) SS.

On the ___ day of June, 1998, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Barry A. Crozier, who acknowledged himself to be the Assistant Secretary of OSUS, Inc., a Delaware corporation, and that he, as such officer being authorized to do so, executed the foregoing Assignment Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



NOTARY PUBLIC
My Term Expires: 2/5/2002
[SEAL]

DARRELL K. LANE
NOTARY PUBLIC - DELAWARE
NEW CASTLE COUNTY
My Commission Expires Feb. 5, 2002

SCHEDULE A

MARK:	GOODS/SERVICES:	REG. NO/ SERIAL NO.:
ARENA FIRST AID	First aid kits and first aid kits in cabinet form for domestic, non-professional, and professional use; medical safety and first aid training.	2,122,074
IDENTITY APPAREL FOR WORK AND PLAY	Active wear, namely shirts, t-shirts, sweatshirts, sweatpants, pants, shorts, jackets, socks, hats, caps and belts; silk screening and embroidery services; silk screening printing services; mail order services featuring clothing.	1,944,799
IMAGES IN ACTION	Clothing; namely, shirts, t-shirts, jackets, pants, socks and hats; emroidery services; silkscreen painting and printing; mail order services featuring clothing, silkscreen painting and printing services.	1,917,099
OMNI	?	n/a
RUS - THE UNIFORM COMPANY OF THE WORLD	Uniform rental services.	75/215,523
SANIS & Design	Restroom maintenance services; supplying products for use in restrooms; namely, toilet paper and dispensers, toilet seat covers and dispensers, and deodorizers and dispensers.	1,771,857

All common law rights in the Marks set forth in this Schedule.