

01-25-1999

Atty Dkt. No. T-30.116&117



100949813

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #54

TO: **ATTN: Box ASSIGNMENTS/FEE**
Assistant Commissioner of Trade
2900 Crystal Drive
Arlington, VA 22202-3513

Please record the attached original document(s) or copy(ies) thereof.

MS 1-13-99

1. NAME OF CONVEYING PARTY(IES):

Columbia Industries, Inc.
A Texas corporation

ADDITIONAL NAME(S) OF CONVEYING PARTIES
ATTACHED? YES NO

2. NAME AND ADDRESS OF RECEIVING PARTY(IES):

Columbia 300, Inc.
A Texas corporation
5005 West Avenue
P.O. Box 13430
San Antonio, Texas 78213

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) AND ADDRESS(ES)
ATTACHED? YES NO

3. NATURE OF CONVEYENCE:

"CORRECTED" Assignment Nunc Pro Tunc executed January 5, 1999 with an effective date of
December 1, 1993.

4. APPLICATION NUMBER(S) OR PATENT NUMBER(S):

A. Trademark Application No.(s): ___

Additional numbers attached?
 Yes No

B. Trademark Reg. No. 1,760,059 issued March
23, 1993; and Reg. No. 1,763,013 issued April
6, 1993.

Additional numbers attached?
 Yes No

**5. NAME AND ADDRESS OF PARTY TO WHOM
CORRESPONDENCE CONCERNING DOCUMENT
SHOULD BE MAILED:**

NAME: William B. Nash
INTERNAL ADDRESS: Miller, Sisson, Chapman &
Nash, PC
STREET ADDRESS: 300 Convent Street, Suite 1650
CITY: San Antonio
STATE: Texas ZIP CODE: 78205

**6. TOTAL NUMBER OF APPLICATIONS AND REG-
ISTRATIONS INVOLVED: Two (2) (\$40.00 first/\$25.00
add'l)**

7. TOTAL FEE (37 CFR 3.41): \$65.00
 Enclosed
 Authorized to Charge Account No. 07-2400.

8. DEPOSIT ACCOUNT NUMBER 07-2400. (Attach
duplicate copy of this form if paying by deposit
account.)

01/22/1999 NGUYEN 00000027 1760059

01 FC:481 40.00 OP
02 FC:482 25.00 OP

DO NOT USE THIS SPACE

TRADEMARK
REEL: 1846 FRAME: 0082

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.

William B. Nash
WILLIAM B. NASH

1/13/99
DATE

CERTIFICATE OF MAILING

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited on the date shown below with the United States Postal Service in an envelope addressed to the "Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513", as follows:

| | |
|---|---|
| <p style="text-align: center;"><u>37 CFR 1.8(a)</u></p> <p><input type="checkbox"/> With sufficient postage as First Class Mail.</p> <p>Date: _____, 19__</p> | <p style="text-align: center;"><u>37 CFR 1.10</u></p> <p><input checked="" type="checkbox"/> As "Express Mail Post Office to Addressee", Mailing Label No. <u>EL136/65313-U</u></p> <p>Date: <u>1/13</u>, 19<u>99</u></p> |
|---|---|

Venisa T. DARR
Printed Name of Person Mailing Paper or Fee

Venisa T. Darr
Signature of Person Mailing Paper or Fee

x:\wbn\columbia\t-30.116\assign2.cvr

ASSIGNMENT NUNC PRO TUNC

WHEREAS, COLUMBIA INDUSTRIES, INC., a Texas corporation, ("Assignor") is the entity currently listed in the United States Patent and Trademark Office as the owner of the trademarks entitled:

| REG. NO. | ISSUE DATE | TRADEMARK |
|-----------|----------------|--------------------|
| 1,760,059 | March 23, 1993 | PROHOOK |
| 1,763,013 | April 6, 1993 | THE BEAST & Design |

WHEREAS, COLUMBIA 300, INC., a Texas corporation ("Assignee"), desired to obtain the entire right, title and interest in, to and under the above listed trademarks and applications:

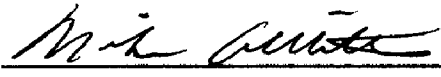
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR, sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademarks, and the said United States applications and all divisions, renewals and continuations thereof, and all trademarks of the United States which may be granted thereon and all reissues thereof; and all applications for industrial property protection, including, without limitation, all applications for trademarks which may hereafter be filed for said mark in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Trademark Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; all forms of industrial property protection, including, without limitation, trademarks which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; any and all causes of action thereto that may have heretofore accrued in ASSIGNOR's favor; and any and all goodwill of the business symbolized by the trademark.

And ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

The effective date of this Assignment and associated goodwill is December 1, 1993.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto sets its hands and seal this 5th day of January 1999

COLUMBIA INDUSTRIES, INC.

By 
Name: Mike Allbritton
Title: President

STATE OF TEXAS

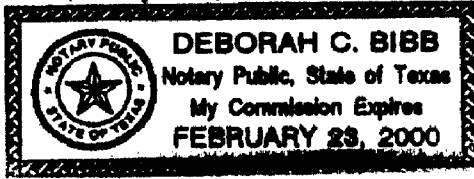
§
§
§

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared MIKE ALLBRITTON, in his capacity as President of COLUMBIA INDUSTRIES, INC., known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 5th day of January, 1998. ^{T.C.B.} 1999

(Notary Seal)



[Handwritten Signature]

Notary Public, State of Texas
[Handwritten Name]

Printed Name of Notary
Commission Expires 2/23/2000

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