

RECORDER
5-17-99

06-10-1999



To the Honorable Commissioner of Patents and

original documents or copy thereof

1. Name of conveying party(ies):

101060366

receiving party(ies):

Fiocchi of America, Inc.

Name: **Trophy Bonded Bullets, Inc.**

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

Internal Address
Street Address: : **900 South Loop West**
Suite 190

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

City: **Houston** State: **TX** Zip



3. Nature of conveyance:

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

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Corporation-State **Texas**
- Other _____

05-17-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #47

Execution Date: **March 9, 1999**

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) & address(es) attached? Yes No

4. Application number(s)

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,057,898

Additional numbers attached? Yes No

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

Name: Attn: IPT Docket Manager-
34th Flr

Internal Address:
Locke Liddell & Sapp LLP

Street Address:
600 Travis Suite 3400

City: **Houston** State: **TX** Zip: **77002-3095**

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:

12-1322(12688-0003-1)

(DO NOT attach duplicate copy of this page even 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.

BETH A. SANDERS

Beth Sanders
Signature

May 12, 1999
Date

Name of Person Signing
06/09/1999 DNGUYEN 00000359 2057898

FC:481

(40.00 DP)

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

4

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "Assignment") is made and entered into by Fiocchi of America, Inc., a Missouri corporation ("Assignor"), in favor of Trophy Bonded Bullets, Inc., a Texas corporation ("Assignee"), on this 9th day of March 1999.

RECITALS:

Assignee uses the trademarks "TROPHY" and "TROPHY BONDED" for bullets and ammunition, and claims a date of first use of at least as early as January, 1987, for bullets in Class 13, and at least as early as 1992, for ammunition in Class 13.

Assignor uses the mark "TROPHY SLUGS" (the "Mark") for ammunition in Class 13. Assignor filed an "intent to use" application to register the Mark on December 1, 1994, under Serial No. 74/604,991. Subsequently, Assignor filed a Statement of Use, claiming a date of first use of the Mark with respect to ammunition of June, 1996. The United States Patent and Trademark office granted to Assignor Registration No. 2,057,898 (the "Registration") for the Mark, for ammunition in Class 13, on April 29, 1997.

Assignee filed a Petition for Cancellation, seeking to cancel the Registration, such action being captioned *Trophy Bonded Bullets, Inc. v. Fiocchi of America, Inc.*, Cancellation No. 27,026 (the "Cancellation Proceeding") before the Trademark Trial and Appeal Board of the United States Patent and Trademark Office.

Pursuant to a Settlement Agreement ("Settlement Agreement") between Assignor and Assignee, (i) Assignor has agreed to assign all of its right, title and interest in and to the Mark to

Assignee, and (ii) Assignor and Assignee have agreed to certain related matters as set forth in the Settlement Agreement.

In accordance with the terms of the Settlement Agreement, Assignor now desires to assign the Mark to Assignee.

ASSIGNMENT AND AGREEMENT:

For Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees and assigns as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mark and the Registration thereof, more fully described as follows, together with the goodwill symbolized by the Mark:

<u>Mark</u>	<u>Regis. No.</u>	<u>Date of Registration</u>
TROPHY SLUGS	2,057,898	April 29, 1997

2. Warranties. Assignor hereby represents and warrants to Assignee as follows:

(a) Assignor has not assigned, transferred, hypothecated or licensed any of its right, title or interest in and to the Mark to any third party; and

(b) Assignor has received no notice of, and is otherwise unaware of, any pending or threatened claim, demand, suit, action or proceeding (other than the Cancellation Proceeding) against Assignor arising out of, or relating to, the Mark or Assignor's use thereof, or Assignor's ammunition sold under the Mark.

3. Further Instruments. Assignor agrees to execute and deliver to Assignee, upon request, such other and further instruments and documents as Assignee may reasonably

request in order to more fully evidence, effectuate and perfect the assignment of the Mark, the Registration thereof, and appurtenant goodwill to Assignee as contemplated hereby.

IN WITNESS WHEREOF, this Assignment has been executed by Assignor on this 9th day of March 1999.

FIOCCHI OF AMERICA, INC.

By: [Signature]
Name: Pietro Fiocchi
Title: President/CEO

THE STATE OF MISSOURI §
 §
COUNTY OF Christian §

This instrument was acknowledged before me on March 9, 1999, by Pietro Fiocchi, Pres./CEO of Fiocchi of America, Inc., a Missouri corporation, on behalf of such corporation.

[Signature]
Notary Public in and for
the State of Missouri
My commission expires: 5-24-99

