

08-06-1999

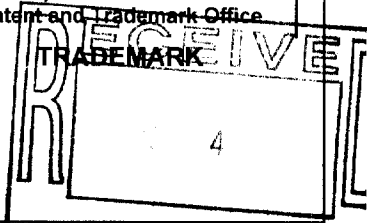
8-4-99

U.S. Department of Commerce
Patent and Trademark Office



101112667

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 **75137582**

Other

Mark if additional names of conveying parties attached

Conveying Party

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Mark if additional names of conveying parties attached

Receiving Party

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

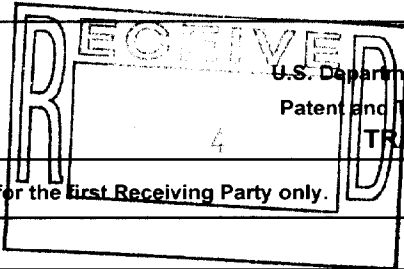
Other

Citizenship/State of Incorporation/Organization

08/06/1999 NTHAI1 00000087 75137582 FOR OFFICE USE ONLY

D1 FC:401 40.00 OP
02 PD:482 20.00 OP
When reporting for this collection of information, estimate to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231



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

214-745-5299

Name

Kevin L. Smith

Address (line 1)

WINSTEAD SECHREST & MINICK P.C.

Address (line 2)

5400 Renaissance Tower

Address (line 3)

1201 Elm Street

Address (line 4)

Dallas, Texas 75270

Pages

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

7

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)

75137582

2126287

75629211

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 90.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

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

Deposit Account Number:

23-2426

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.

Kevin L. Smith

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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 conveying parties attached

Enter Additional Receiving Party

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 Corporation Association Other

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.)

Citizenship/State of Incorporation/Organization

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)

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ASSIGNMENT

WHEREAS, Frank Spielberg Sales, L.L.C., a Missouri Limited Liability Company, and Frank Spielberg Sales, L.L.C., d/b/a/ Skip Spielberg Sales, a Missouri Limited Liability Company (hereinafter collectively referred to as "ASSIGNOR"), all having a principal place of business at 1830 Craig Park Court, Suite 204, St. Louis, Missouri 63146.

WHEREAS, ASSIGNOR owns all rights, title and interest to a certain Trademark (hereinafter "Trademark"), a certain intent to use application for registration of the Trademark, and a certain use application for registration of a Trademark (hereinafter collectively referred to as "Trademark Applications), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, TBAC-Spielberg Acquisition, Inc. ("ASSIGNEE"), a Delaware Corporation, having a principal place of business at 690 E. Lamar Blvd., Suite 200, Arlington, Texas 76011, is desirous of acquiring the worldwide right, title and interest in and to the Trademark and Trademark Applications;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this Assignment,

(a) all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including the right to apply for and receive registrations of the Trademark throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present and future infringements; and

(b) all rights, title and interest in and to the Trademark Applications, together with that portion of ASSIGNOR's business with which the mark is intended to be used, including all priority rights to apply for and receive registrations throughout the world in the name of ASSIGNEE or its successor, assign or representative.

2. ASSIGNOR further sells, assigns, conveys and transfers to ASSIGNEE, and ASSIGNEE accepts as of the date of this agreement, all right, title and interest ASSIGNOR may have to any trade names, trademarks, service marks, trade dress and applications for registrations and registrations thereof, throughout the world, used in connection with the business.

3. ASSIGNOR represents and warrants that he has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademark or Trademark Applications; that, to the best of his knowledge, no third party owns, or is entitled to, any right or interest in the Trademark or Trademark Applications that would preclude, conflict with or encumber this Assignment; and that he hereby consents to this Assignment.

4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest in and to the Trademark and Trademark Application hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

5. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of ASSIGNOR.

EFFECTIVE this 1st day of July, 1999.

Agreed:

FRANK SPIELBERG SALES, L.L.C.

FRANK SPIELBERG SALES, L.L.C.
d/b/a SKIP SPIELBERG SALES

By: [Signature]

By: [Signature]

Printed: Frank E. Spielberg

Printed: Frank E. Spielberg

Title: Chairman of the Board

Title: Chairman of the Board

Accepted:

TBAC-Spielberg Acquisition, Inc.

By: _____

Printed: _____

Title: _____

4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest in and to the Trademark and Trademark Application hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

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Agreed:

FRANK SPIELBERG SALES, L.L.C.

FRANK SPIELBERG SALES, L.L.C.
d/b/a SKIP SPIELBERG SALES

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Accepted:

TBAC-Spielberg Acquisition, Inc.

By: Stan Ninemire

Printed: Stan Ninemire

Title: Vice President

SCHEDULE A
TO THE ASSIGNMENT BY AND BETWEEN
FRANK SPIELBERG SALES, L.L.C. AND
FRANK SPIELBERG SALES, L.L.C., D/B/A SKIP SPIELBERG SALES (AS ASSIGNOR)
AND
TBAC-SPIELBERG ACQUISITION, INC. (AS ASSIGNEE)

Dated July 1, 1999

(1) Trademark

Mark:	COLETTA ACCESSORIES
Registration No:	2,126,287
Registration Date:	December 30, 1997

(2) Trademark Applications

Mark:	TEMPO DESIGN
Application No:	75/629,211
Filing Date:	January 28, 1999

Mark:	DECCA DESIGN
Application No:	75/137,582
Filing Date:	July 22, 1996