

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

11-09-1999  
U.S. Patent & TMO/TM Mail Rcpt Dt. #10

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

11-15-1999

RECORDATION  
TRADEMARK

101199289

MRD 11/9/99

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  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
12 18 1998

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12 18 1998

Name Tube Art Displays, Inc.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Washington

**Receiving Party**

Mark if additional names of receiving parties attached

Name Heath and Company, L.L.C.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2300 North Highway 121

Address (line 2) \_\_\_\_\_

Address (line 3) Euless

City

Texas

State/Country

76039

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association

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.)

Other limited liability company

Citizenship/State of Incorporation/Organization Nevada

11/12/1999 DWGUYEN 00000335 2220000

FOR OFFICE USE ONLY

01 FC:401

40.00 DP

Public burden reporting for this collection of information is estimated 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

**TRADEMARK**  
REEL: 001987 FRAME: 0816

**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

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="2,228,820"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Karen G. Biagi  
Name of Person Signing

  
Signature

11-2 99  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional 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  
 Corporation  Association

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 the Assignment.)

Other

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

## ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

Tube Art Displays, Inc., a Washington corporation ("Tube Art"), has used the common law marks and trade names OREGON SIGN and OREGON SIGN.SPORTS (the "Marks"). Allan Conant, an individual ("Conant"), has also claimed a right in one or both of the Marks. Tube Art and Conant obtained one or more Oregon registrations involving the Marks.

Heath and Company, LLC, a Nevada limited liability company ("Heath"), owns the mark and trade name OREGON SIGN. Heath has claimed that use of the Marks by Tube Art and Conant infringes its rights in the mark and trade name OREGON SIGN. As part of the settlement of the dispute, Tube Art and Conant have agreed to relinquish any right or claim they may have had in the Marks.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tube Art and Conant hereby assign to Heath their entire right, title and interest in and to the Marks, if any, together with the goodwill of the business symbolized by the Marks, and with all rights of action, powers and benefits to the Marks, due or accrued, including all registrations, applications for registration, extensions, continuances, renewals, and foreign registrations, applications and priority rights, if any, together with the right to sue for and recover in Heath's own name and that of its successors and assigns and other legal representatives, all rights to injunctive relief, damages, profits, income, royalties, costs and attorney fees arising out of past or future infringement of the Marks, or injury to the related goodwill associated with the Marks.

Conant and Tube Art each covenant and agree, without charge to Heath, its successors or assigns, to cooperate with Heath, its successors or assigns so that they may enjoy to the fullest extent the rights, titles and interests herein conveyed; provided that all reasonable fees and out-of-pocket expenses or lost employment compensation of Conant and Tube Art incurred at Heath's request are paid or reimbursed by Heath. Such cooperation shall include, without limitation:

(i) prompt execution of all documents, applications and other papers that are deemed necessary or desirable by Heath to perfect the right, title and interests herein conveyed;

(ii) prompt execution of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by Heath for prosecuting the applications specifically contemplated herein, for filing and prosecuting substitute, divisional, continuing, or additional applications in the United States and/or foreign countries covering all or any portion of the Marks and/or the infringement thereof, for filing and prosecuting applications for reissuance of registration included herein, or for interference proceedings involving the Marks and/or the infringement thereof;

(iii) prompt assistance and cooperation in the prosecution of legal proceedings involving the Marks and/or the infringement thereof, and the applications and registrations

granted thereon, including opposition, cancellation proceedings, priority contests, interferences and court actions.

Conant and Tube Art each covenant and agree that they shall not interfere with, contest, file any petition to cancel, or participate in the interference, contest, petition or other proceedings to cancel, or otherwise challenge Heath's right, title or interest in or to the Marks or any portion thereof. Conant and Tube Art further agree not to use, register or attempt to register in the United States, Canada or Mexico, or any state or province thereof, any mark or tradename which uses the Marks, in whole or in part.

The parties agree that:

If any provision of this Agreement is by law unenforceable or void, such unenforceability or voidness shall not affect the other provisions of this Assignment, all of which shall remain in full force and effect.

This Assignment can be executed in two or more counterparts, each of which shall be considered an original and all of which shall together constitute one and the same instrument. An executed facsimile of this Assignment shall be the equivalent of an executed original.

This Assignment shall be binding upon and inure to the benefit of the heirs, permitted assigns and successors in interest to the parties hereto.

Time is of the essence in every obligation and duty of the parties under this Assignment.

All of the representations and warranties of Conant and Tube Art contained in this Assignment shall survive the execution, delivery and recording of this Assignment.

In the event of any legal proceeding by any party to enforce this Assignment or for the breach thereof, the prevailing party, as determined by the adjudicator, shall be entitled to recover from the non-prevailing party(ies), its costs and expenses in connection with such proceeding (including reasonable attorney's fees).

To give full effect to this Assignment, Tube Art and Conant will within five (5) days after Heath's request and delivery to Tube Art's counsel of applicable forms, expressly abandon by giving written notice to all governmental authorities and shall provide Heath with copies of all such notices and any and all existing trade name or trademark registrations in either of their names for each Mark.

This assignment shall not be construed to indicate that Tube Art or Conant had valid rights in either of the Marks at any time.

Effective as of the \_\_\_\_\_ day of December, 1998.

**TUBE ART DISPLAYS, INC.**

By: SKIP DUPAR  
Name: SKIP DUPAR  
Title: PRESIDENT



Name: Allan Conant  
An Individual