

02-07-2000



DEPARTMENT OF COMMERCE

101260583

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Patent and Trademark Office  
Docket No. 024513-2000

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

*MAD*  
*12/28/99*

1. Name of Conveying party(ies): Joseph E. Marischen <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other		2. Name and address of receiving party(ies): Name: Austin Innovations, Inc. Street Address: 2222 West Rundberg Lane, Suite 400 Austin, Texas 78758  <input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Texas</u> <input type="checkbox"/> Other: _____	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: December 8, 1999			
4. Application number(s) or registration number(s): A. Trademark Application No.(s)      B. Registration No.(s)    1,868,164 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Carla B. Oakley Brobeck, Phleger & Harrison LLP Spear Street Tower One Market San Francisco, CA 94105		6. Total number of applications and trademark registrations involved: 1	
		7. Total fee (37 C.F.R. § 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket: 024513-2000	
		8. Deposit account number: <u>02-3950</u>	

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

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.

Name: Carla B. Oakley      *Carla B. Oakley*      *12-28-99*  
Signature      Date

Total number of pages comprising cover sheet, attachment and document: 2

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

*40.00 OP*

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TRADEMARK  
REEL: 002017 FRAME: 0108

**TRADEMARK ASSIGNMENT**

**Whereas**, Joseph E. Marischen ("Assignor"), an individual residing at 998 Redbud Trail, Austin Texas 78746, is the owner of United States Registration No. 1,868,164 for the mark LIMELITE (the "Mark"), and;

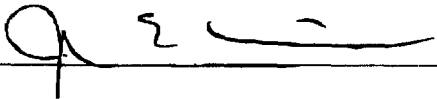
**Whereas**, Assignor is assigning the Mark in the above-identified registration as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. Section 1060, and;

**Whereas**, Austin Innovations, Inc., ("Assignee"), a Texas corporation, located and doing business at 2222 West Rundberg Lane, Suite 400, Austin, Texas 78758, is desirous of acquiring said Mark and the above-identified registration therefor and the ongoing and existing portion of the business of Assignor to which the mark pertains.

**Now, therefore**, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee all its right, title and interest in and to said Mark, the goodwill of the business symbolized by the Mark, that portion of the business of Assignor to which the mark pertains, and the above identified registration thereof. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Mark and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Mark. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Mark in Assignee, or Assignee's successors and assigns.

**In testimony whereof**, Assignor has executed this document on the 8th of day of December, 1999.



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