

03-22-2000



101294254

RECORDATION FORM COVER SHEET  
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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

Other

Conveying Party

Mark if additional names of conveying parties attached

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 receiving parties attached

Name

DBA/AK/A/T/A

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

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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

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)**

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

Deposit Account Number: #

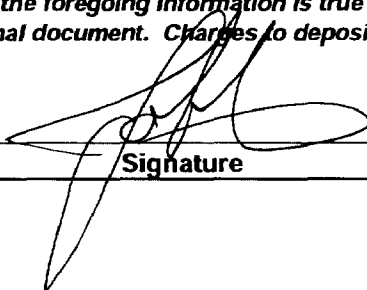
Authorization to charge additional fees: Yes  No

**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.

John G. Arena, Esq.

Name of Person Signing



Signature

3-8-00

Date Signed



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

FEBRUARY 10, 2000

PTAS



\*101197418A\*

DAVID, GOODMAN & MADOLE  
JOHN G. ARENA  
TWO LINCOLN CENTRE  
5420 LBJ FREEWAY, SUITE 1200  
DALLAS, TX 75240

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101197418

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE DOCUMENT SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. TO RECORD A DOCUMENT IN THE ASSIGNMENT DIVISION, A COMPLETE COVER SHEET MUST ACCOMPANY THE DOCUMENT OR A COVER SHEET OUTLINING THE REQUIREMENTS FOR RECORDING AS SET FORTH IN TITLE 37 CFR 3.11 MUST BE PRESENT.

JOANN STEWART, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

**TRADEMARK**  
**REEL: 002037 FRAME: 0804**



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10-28-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #11

## STATEMENT OF INTENT-TO-USE APPLICATION FOR TRADEMARK

This Assignment of Intent-to-Use Application for Trademark (this "Assignment") is made and entered into by and between **Paul Womack**, a Texas resident (the "Assignor"), and **Womack Holding Corporation**, a Texas corporation (the "Assignee"), to be effective the 20<sup>th</sup> day of October, 1999.

**WHEREAS**, the Assignor owns and intends to use the mark LITTLE 2UDES (the "Mark"), for which Assignor, as applicant has filed an Intent-to-Use Trademark Application with the United States Patent and Trademark Office, Serial No. 75791341, dated 09-02-1999 (the "Application"); and

**WHEREAS**, the Assignee is the bona fide successor to the business of the Assignor because the Assignee was formed by the Assignor (and for which the Assignor is the President, sole shareholder and sole director) to carry on the business of Assignor, and this Assignment includes the Assignor's entire business, to which the Mark pertains; and

**WHEREAS**, it is the intent of the Assignor and the Assignee, that the Assignor will assign, transfer, and convey all of its rights, title, and interests in and to the Application and the Mark, and all goodwill symbolized by the Mark in connection with the goods and services with which it will be used, to the Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby assign, transfer, and convey unto the Assignee all rights, title, and interests in and to the Application for the Mark, the same to be held and enjoyed by the said Assignee for its own use and for its legal representatives, successors, and assigns, as fully and entirely as if Assignee was the original applicant in the Application, and the parties hereto further agree as follows:

1. The Assignor has not assigned, transferred, or conveyed, and will not hereafter attempt to assign, transfer, or convey, the Mark, or any interest or right therein.
2. The Assignor, as applicant of the Application, swears that there is no amendment to the statement of use for such application.
3. The Assignor, as applicant of the Application, promises to submit this Assignment document for inclusion in the Application record.
4. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then (a) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Assignment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable; and (b) the legality, validity, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11/09/1999 VBRWN 00000008 75791341

01 FC:481

40.00 DP

TRADEMARK  
REEL: 002037 FRAME: 0805

IN WITNESS WHEREOF, the undersigned have set their hands effective the date first written above.

**ASSIGNOR:**

Paul Womack

By: [Signature]  
Name: Paul Womack

**ASSIGNEE:**

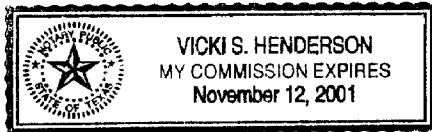
Womack Holding Corporation

By: [Signature]  
Name: Paul Womack  
Title: President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 20 day of October, 1999, by Paul Womack, resident of the State of Texas.

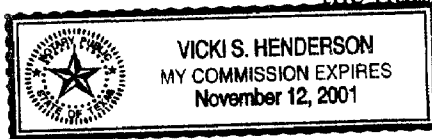


[Signature]  
Notary Public in and for  
the State of Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 20 day of October, 1999, by Paul Womack, President of Womack Holding Corporation, a Texas Corporation, on behalf of such corporation.



[Signature]  
Notary Public in and for  
the State of Texas



10-28-1999

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U.S. Patent & TMOfc/TM Mail Rcpt Dt. #11

## STATEMENT OF INTENT-TO-USE APPLICATION FOR TRADEMARK

This Assignment of Intent-to-Use Application for Trademark (this "Assignment") is made and entered into by and between **Paul Womack**, a Texas resident (the "Assignor"), and **Womack Holding Corporation**, a Texas corporation (the "Assignee"), to be effective the 20<sup>th</sup> day of October, 1999.

**WHEREAS**, the Assignor owns and intends to use the mark LOST MANNERS (the "Mark"), for which Assignor, as applicant, has filed an Intent-to-Use Trademark Application with the United States Patent and Trademark Office, Serial No. 75662288, dated 8-31-1999 (the "Application"); and

**WHEREAS**, the Assignee is the bona fide successor to the business of the Assignor because the Assignee was formed by the Assignor (and for which the Assignor is the President, sole shareholder and sole director) to carry on the business of Assignor, and this Assignment includes the Assignor's entire business, to which the Mark pertains; and

**WHEREAS**, it is the intent of the Assignor and the Assignee, that the Assignor will assign, transfer, and convey all of its rights, title, and interests in and to the Application and the Mark, and all goodwill symbolized by the Mark in connection with the goods and services with which it will be used, to the Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby assign, transfer, and convey unto the Assignee all rights, title, and interests in and to the Application for the Mark, the same to be held and enjoyed by the said Assignee for its own use and for its legal representatives, successors, and assigns, as fully and entirely as if Assignee was the original applicant in the Application, and the parties hereto further agree as follows:

1. The Assignor has not assigned, transferred, or conveyed, and will not hereafter attempt to assign, transfer, or convey, the Mark, or any interest or right therein.
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3. The Assignor, as applicant of the Application, promises to submit this Assignment document for inclusion in the Application record.
4. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then (a) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Assignment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable; and (b) the legality, validity, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11/09/1999 VBRDWH 00000005 75662288

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TRADEMARK  
REEL: 002037 FRAME: 0807

IN WITNESS WHEREOF, the undersigned have set their hands effective the date first written above.

**ASSIGNOR:**

Paul Womack

By: *Paul Womack*

Name: Paul Womack

**ASSIGNEE:**

Womack Holding Corporation

By: *Paul Womack*

Name: Paul Womack

Title: President

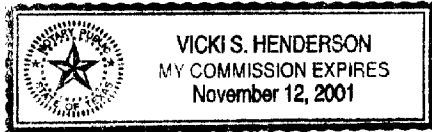
**ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 20 day of October, 1999, by Paul Womack, resident of the State of Texas.



*Vicki S. Henderson*  
Notary Public in and for  
the State of Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 20 day of October, 1999, by Paul Womack, President of Womack Holding Corporation, a Texas Corporation, on behalf of such corporation.



*Vicki S. Henderson*

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10-28-1999

U.S. Patent & TMOfc/TM Mail RcptDt. #11

## ASSIGNMENT OF INTENT-TO-USE APPLICATION FOR TRADEMARK

This Assignment of Intent-to-Use Application for Trademark (this "Assignment") is made and entered into by and between **Paul Womack**, a Texas resident (the "Assignor"), and **Womack Holding Corporation**, a Texas corporation (the "Assignee"), to be effective the 20<sup>th</sup> day of October, 1999.

**WHEREAS**, the Assignor owns and intends to use the mark ADA2UDE WHERE? (the "Mark"), for which Assignor, as applicant, has filed an Intent-to-Use Trademark Application with the United States Patent and Trademark Office, Serial No. 75792053, dated 9-2-1999 (the "Application"); and

**WHEREAS**, the Assignee is the bona fide successor to the business of the Assignor because the Assignee was formed by the Assignor (and for which the Assignor is the President, sole shareholder and sole director) to carry on the business of Assignor, and this Assignment includes the Assignor's entire business, to which the Mark pertains; and

**WHEREAS**, it is the intent of the Assignor and the Assignee, that the Assignor will assign, transfer, and convey all of its rights, title, and interests in and to the Application and the Mark, and all goodwill symbolized by the Mark in connection with the goods and services with which it will be used, to the Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby assign, transfer, and convey unto the Assignee all rights, title, and interests in and to the Application for the Mark, the same to be held and enjoyed by the said Assignee for its own use and for its legal representatives, successors, and assigns, as fully and entirely as if Assignee was the original applicant in the Application, and the parties hereto further agree as follows:

1. The Assignor has not assigned, transferred, or conveyed, and will not hereafter attempt to assign, transfer, or convey, the Mark, or any interest or right therein.
2. The Assignor, as applicant of the Application, swears that there is no amendment to the statement of use for such application.
3. The Assignor, as applicant of the Application, promises to submit this Assignment document for inclusion in the Application record.
4. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then (a) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Assignment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable; and (b) the legality, validity, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11/09/1999 VBROWN 00000006 75792053

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TRADEMARK  
REEL: 002037 FRAME: 0809



IN WITNESS WHEREOF, the undersigned have set their hands effective the date first written above.

**ASSIGNOR:**

Paul Womack

By: [Signature]  
Name: Paul Womack

**ASSIGNEE:**

Womack Holding Corporation

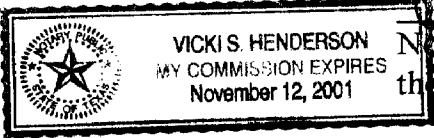
By: [Signature]  
Name: Paul Womack  
Title: President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 20 day of October, 1999, by Paul Womack, resident of the State of Texas.

[Signature]  
Notary Public in and for  
the State of Texas

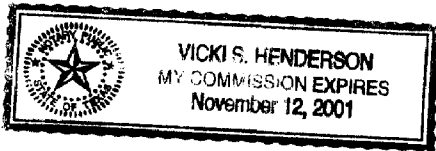


**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on this 20 day of October, 1999, by Paul Womack, President of Womack Holding Corporation, a Texas Corporation, on behalf of such corporation.

[Signature]  
Notary Public in and for  
the State of Texas



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10-28-1999

U.S. Patent & TMOtc/TM Mail RcptDt. #11

### ASSIGNMENT OF INTENT-TO-USE APPLICATION FOR TRADEMARK

This Assignment of Intent-to-Use Application for Trademark (this "Assignment") is made and entered into by and between **Paul Womack**, a Texas resident (the "Assignor"), and **Womack Holding Corporation**, a Texas corporation (the "Assignee"), to be effective the 20<sup>th</sup> day of October, 1999.

**WHEREAS**, the Assignor owns and intends to use the mark CASUAL ADA2UDE (the "Mark"), for which Assignor, as applicant, has filed an Intent-to-Use Trademark Application with the United States Patent and Trademark Office, Serial No. 75792052, dated 9-2-1999 (the "Application"); and

**WHEREAS**, the Assignee is the bona fide successor to the business of the Assignor because the Assignee was formed by the Assignor (and for which the Assignor is the President, sole shareholder and sole director) to carry on the business of Assignor, and this Assignment includes the Assignor's entire business, to which the Mark pertains; and

**WHEREAS**, it is the intent of the Assignor and the Assignee, that the Assignor will assign, transfer, and convey all of its rights, title, and interests in and to the Application and the Mark, and all goodwill symbolized by the Mark in connection with the goods and services with which it will be used, to the Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor does hereby assign, transfer, and convey unto the Assignee all rights, title, and interests in and to the Application for the Mark, the same to be held and enjoyed by the said Assignee for its own use and for its legal representatives, successors, and assigns, as fully and entirely as if Assignee was the original applicant in the Application, and the parties hereto further agree as follows:

1. The Assignor has not assigned, transferred, or conveyed, and will not hereafter attempt to assign, transfer, or convey, the Mark, or any interest or right therein.
2. The Assignor, as applicant of the Application, swears that there is no amendment to the statement of use for such application.
3. The Assignor, as applicant of the Application, promises to submit this Assignment document for inclusion in the Application record.
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11/09/1999 VBRDWH 00000007 75792052

01 FC:481

40.00 OP

TRADEMARK  
REEL: 002037 FRAME: 0811

IN WITNESS WHEREOF, the undersigned have set their hands effective the date first written above.

**ASSIGNOR:**

Paul Womack

By: [Signature]

Name: Paul Womack

**ASSIGNEE:**

Womack Holding Corporation

By: [Signature]

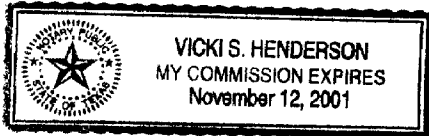
Name: Paul Womack

Title: President

**ACKNOWLEDGMENT**

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

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Vicki S. Henderson  
Notary Public in and for  
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STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

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Vicki S. Henderson

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10-28-1999

U.S. Patent & TMOft/TM Mail Rcpt Dt. #11

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**WHEREAS**, the Assignor owns and intends to use the mark ADA2UDE (the "Mark"), for which Assignor, as applicant, has filed an Intent-to-Use Trademark Application with the United States Patent and Trademark Office, Serial No. 75662455, dated 6-25-1999 (the "Application"); and

**WHEREAS**, the Assignee is the bona fide successor to the business of the Assignor because the Assignee was formed by the Assignor (and for which the Assignor is the President, sole shareholder and sole director) to carry on the business of Assignor, and this Assignment includes the Assignor's entire business, to which the Mark pertains; and

**WHEREAS**, it is the intent of the Assignor and the Assignee, that the Assignor will assign, transfer, and convey all of its rights, title, and interests in and to the Application and the Mark, and all goodwill symbolized by the Mark in connection with the goods and services with which it will be used, to the Assignee.

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11/09/1999 VBROWN 00000004 75662455

01 FC:481

40.00 OP

**TRADEMARK**  
**REEL: 002037 FRAME: 0813**

