

07-31-2000



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MRS  
7/6/00

### 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

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

#### FOR OFFICE USE ONLY

07/26/2000 MTHA11 00000143 75915725  
01 FC:481 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: 002111 FRAME: 0749

**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" value="75/915,725"/>	<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"/>

**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.

Martin Korn



June 30, 2000

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

WHEREAS, Byers Products, Inc., an Oklahoma corporation with its principal business address at 5555 Morton Ave., Oklahoma City, Oklahoma 73128 (hereinafter referred to as "Assignor") owns the entire right, title and interest in and to the U.S. and foreign trademarks, trademark applications and trademark registrations relating to the Christmas products business of Assignor (hereinafter collectively referred to as "Trademarks") listed on the attached Schedule A, and all the goodwill associated therewith; and

WHEREAS, Gary Products Group, Inc., a corporation of the State of Delaware, having offices at 2601 S.E. Loop 289, Lubbock, Texas 79404 (hereinafter referred to as "Assignee"), desires to acquire the entire right, title and interest in and to the said Trademarks, and all the goodwill associated therewith;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said Trademarks which may be granted therefor throughout the world, and renewals thereof, including without limitation all common law rights throughout the world; together with all goodwill associated therewith and all claims, causes of action and damages recoverable for past infringement, if any, of said Trademarks, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all registrations of Trademarks, insofar as Assignor's interest is concerned, to the said Assignee of Assignor's entire right, title and interest.

Assignor also hereby sells and assigns to said Assignee, its successors, assigns and legal representatives the right to file applications and obtain trademarks in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said marks and all rights to register said marks in appropriate registries; and Assignor agrees without further consideration to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

Assignor hereby further agrees that Assignor will communicate to said Assignee, or to its successors, assigns and legal representatives, any facts known to Assignor respecting any changes in use, and will testify in any legal proceedings, sign all lawful papers, execute all renewal applications, make all lawful oaths, and generally do everything possible to vest title in said Assignee and to aid said Assignee, its successors, assigns and legal representatives in obtaining and enforcing proper protection for said marks in such countries as Assignee may elect. Assignor will be reimbursed by Assignee for reasonable out-of-pocket expenses, not to include compensation for time or services, incurred at the request of Assignee while complying with this provision.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective February 18, 2000.

BYERS PRODUCTS, INC.

By: Thomas L. Byers

Name: Thomas L. Byers

Title: Chairman & CEO

STATE OF OKLAHOMA           §  
  §  
COUNTY OF OKLAHOMA   §

On this 18<sup>th</sup> day of FEBRUARY, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS L. BYERS, the authorized representative of Byers Products, Inc., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

Given under my seal of office this 18<sup>th</sup> day of FEBRUARY, 2000.

Patricia J. Bill  
Notary Public

My Commission Expires:

December 31, 2000

**Schedule A  
Trademarks**

<b>SERIAL NO. FILING DATE</b>	<b>REGISTRATION NO. ISSUE DATE</b>	<b>COUNTRY</b>	<b>MARK</b>	<b>STATUS</b>	<b>COMMENTS</b>
75/285,308 05/02/97	2,242,420 05/04/99	US	EZ UP	Issued	Registrant: Byers Products, Inc.
75/045,953 01/19/96	2,139,521 02/24/98	US	EZ UP FASTTRAX	Issued	Registrant: Byers Products, Inc.
75/285,309 05/02/97	2,215,839 01/05/99	US	EZ UP MINI COLORTRAX	Issued	Registrant: Byers Products, Inc.
75/426,729 01/30/98		US	TREE-CICLES	Pending	Applicant: Byers Products, Inc.
02/10/00		US	SPRALIGHT	Pending	Applicant: Byers Products, Inc.
			GIANT ROOF-TOPPERS		
			LET-R-LITES		