

10-25-2000



101495971

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

9-11-00

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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09/01/00

Name

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/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

FOR OFFICE USE ONLY

10/23/2000 MTHAI1 00000161 1373368

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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: 002161 FRAME: 0628

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)

<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"/>

Registration Number(s)

<input type="text" value="1,373,368"/>	<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 ☐

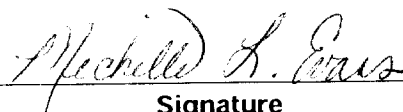
No ☒

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.

Michelle L. Evans

Name of Person Signing



Signature

09/08/00

Date Signed

TRADEMARK ASSIGNMENT

WHEREAS, Columbia Industries, Inc., a Texas corporation, ("Assignor"), owns all right, title and interest in the trademark FLEXI-PATCH, U.S. Trademark Registration No. 1,373,368, issued December 3, 1985; and

WHEREAS, Arminius Select Services Corporation, a Nevada corporation, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the same service mark;


NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said trademark, **together with all the goodwill of the business connected therewith**, and all trademarks of the United States which may be granted thereon and all renewals thereof; and all forms of industrial property protection, including, without limitation, trademarks which may be granted for said mark in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, and any and all causes of action for infringement thereof that may have accrued heretofore to Assignor;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademark or other evidence or forms of trademark protection, to issue the same to the said ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said trademark, and testify in any legal proceeding, sign all lawful papers, execute all renewal applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for said mark in all countries.

IN TESTIMONY WHEREOF, ASSIGNOR has duly executed this Assignment this 1st day of September, 2000.



David S. Herrmann

Title: Vice President, Columbia Industries, Inc.

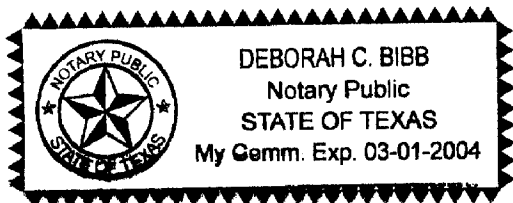
STATE OF TEXAS

COUNTY OF BEXAR

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BEFORE ME, the undersigned authority, on this day personally appeared David S. Herrmann known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 5th day of September, 2000.



Deborah C. Bibb
Notary Public, State of Texas
Deborah C. Bibb
Printed Name of Notary
Commission Expires 3/1/2004

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