

05-04-2001



101700413

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

APR 24 2001

4.24.01

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

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/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
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/03/2001 LMUELLER 00000165 76115096

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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: 002285 FRAME: 0916

**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="76115096"/>	<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.) #

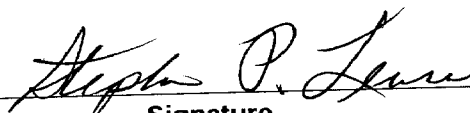
Deposit Account Number:

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.

Stephen P. Leara  
Name of Person Signing

  
Signature

4/16/01  
Date Signed

## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of April, 2001, by and between **SPACE COATINGS, INC.**, an Alabama corporation, having an office and principal place of business at 20929 Carey Road, Athens, Alabama, 35614 ("Assignor") and **AMY H. ALVIS**, an individual, residing at 20929 Carey Road, Athens, Alabama, 35614 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor has filed an application for the mark shown in the attached Exhibit "A" which it uses to identify its services, together with the goodwill symbolized by such marks (the "Mark");

WHEREAS, Assignor has previously used the words "Spacecoatings", and owns the residual goodwill of its business resulting from its earlier use of such mark ("Previously Used Mark");

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee said application for the Mark together with the goodwill of its business symbolized thereby as well as any residual goodwill of its business symbolized by the Previously Used Mark;

NOW, THEREFOR, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Consideration for Assignment.** Contemporaneously with the execution of this Agreement, Assignee has tendered Ten Dollars and No/100ths (\$10.00) to Assignor.

2. **Assignment.** Assignor hereby assigns to Assignee all right, title and interest in and to the application for the Mark and Previously Used Mark, together with the goodwill thereby.

3. **Warranties and Representations.** Assignor represents and warrants to Assignee that:

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the State of Alabama.

3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

3.3 Assignor is the owner of the application for the Mark, no other person or entity has any security interest in the Mark or Previously Used Mark, in any registrations thereof, or in any applications to register the Mark or Previously Used Mark, and there have been no prior assignments of the Mark or Previously Used Mark registrations thereof, or any applications to register the Mark or the Previously Used Mark.

3.4 Any and all licenses to use the Mark or the Previously Used Mark granted by Assignor have been terminated as of the date of this Agreement, with the exception of those licenses as shown in the attached Exhibit "B." Moreover, no person or entity is using the Mark or the Previously Used Mark with Assignor's permission or pursuant to any agreement with Assignor with the exception of those licenses as shown in Exhibit "B."

3.5 The Mark and the Previously Used Mark have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Mark.

3.6 There are no action, suits, claims or proceedings pending or, to assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse affect on the Mark or the Previously Used Mark or the services identified by the Marks or the Previously Used Marks. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Mark or the residual goodwill in the Previously Used Mark, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

3.7 Assignor has no knowledge or notice of any registrations or applications to register the Mark or the Previously Used Mark anywhere in the world.

4. **Indemnification by Assignor.** Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Mark or Previously Used Mark.

4.3 All actions, suits, proceedings, demand, assessments, judgements, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. **Assignments and Sublicenses.** Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Mark or the Previously Used Mark in any manner whatsoever. Assignor shall not grant to any entity or individual the right to use the Mark or the Previously Used Mark in any manner whatsoever.

6. **Breach of Agreement.** If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after

the date of its receipt of such notice within which to cure it breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

7. **Miscellaneous.**

7.1 **Severability.** Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 **Applicable Law.** The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Alabama.

7.3 **Notice.** Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to Assignor to:       Space Coatings, Inc.  
                                  20929 Carey Road  
                                  Athens, Alabama, 35614

If to Assignee, to:       Ms. Amy H. Alvis  
                                  20929 Carey Road  
                                  Athens, Alabama, 35614

or to such other address as either party shall designate in a notice to the other given as provided herein.

7.4 **Successors.** All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

7.5 **Headings.** Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

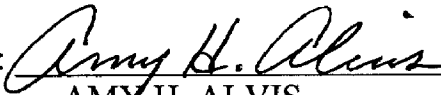
7.6 **Incorporation of Exhibits.** Exhibit "A" is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

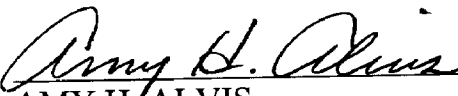
7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNES WHREOF, the parties have entered into this Agreement as of the day and year first above written.

**ASSIGNOR:  
SPACE COATINGS, INC.**

By:   
\_\_\_\_\_  
AMY H. ALVIS  
Its President

**ASSIGNEE:**

  
\_\_\_\_\_  
AMY H. ALVIS

**EXHIBIT "A"**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: SPACECOATINGS (stylized form)

International Class Classes 2, 35, & 42

**INTENT TO USE APPLICATION**

Honorable Commissioner of  
Patents and Trademarks  
Washington, D.C. 20231

Applicant: Surface Coatings, Inc. an Alabama corporation

Business Address: 20929 Carey Road  
Athens, AL 35614

Applicant requests registration of the above-identified mark, shown in the accompanying drawing in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. § 1051 *et seq.*, as amended), for the following goods/services:

Marketing to businesses and individual consumers, via the global communications network, of coating formulations and surface coatings used on any or all surfaces, including outer space equipment surfaces.

Applicant has a bona fide intention to use the mark in commerce on or in connection with the above-identified goods and services (15 U.S.C. § 1051(6), as amended).

The intended manner or mode of use of the mark on or in connection with the goods and services is the use of the mark in advertising and promotional materials, including print, audio and video, and the global communications network, identifying advertising, business, and marketing services offered under the mark.

The applicant is Surface Coatings, Inc., which is a closely held doing business throughout the southeast United States.

The applicant controls the nature and quality of the services offered, as well as the use of the applicants marks. The control of the marketing, advertising and promotion of the marks of applicant is centralized in the offices of the president, the undersigned declarant. Upon actual use of the mark SPACECOATINGS for the coating formulations and surface coatings used on outer space equipment surfaces and all other surfaces marketed to businesses and individual consumers via the global communications network, the applicant intends to control, using the same organization and methods, both the nature and quality of services offered under the mark, and the marketing, advertising, and promotion of the mark.

The undersigned hereby appoints the following individuals as its attorneys with full power of substitution, association, and revocation, to prosecute this application, to transact all business in the Patent and Trademark Office connected therewith, and to receive the Certificate of Registration: Stephen P. Leara and William B. Stewart of the firm of Wallace, Jordan, Ratliff & Brandt, L.L.C., located at 800 Shades Creek Parkway, Suite 400, Birmingham, Alabama 35209.



Please direct all correspondence to the attention of Stephen P. Leara at the above address (telephone: 205-870-0555; fax: 205-871-7534).

## DECLARATION

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration declares: that she is properly authorized to execute this application on behalf of the applicant; that she believes the applicant to be the owner of the mark sought to be registered, or, if the application is being filed under 15 U.S.C. § 1051(b), she believes applicant to be entitled to use such mark in commerce; that to the best of her knowledge and belief no other person, firm, corporation, or association has the right to use the above-identified mark in commerce either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services or such other person, to cause confusion, or to cause mistake, or to deceive; that all statements made herein of her own knowledge are true and that all statements made on information and belief are believed to be true.

Surface Coatings, Inc.

Dated: 8-19-00

By: Amy Hay Alvis  
Amy Hay Alvis  
Its President

**DRAWING PAGE**

Applicant: Surface Coatings, Inc., an Alabama corporation

Business Address: 20929 Carey Road, Athens, AL 35614

Services: Marketing to businesses and individual consumers, via the global communications network, of coating formulations and surface coatings used on any or all surfaces, including outer space equipment surfaces.

Mark:

SPACECOATINGS (stylized form)

**EXHIBIT "B"**

NONE

## ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of April, 2001, by and between **SPACE COATINGS, INC.**, an Alabama corporation, having an office and principal place of business at 20929 Carey Road, Athens, Alabama, 35614 ("Assignor") and **AMY H. ALVIS**, an individual, residing at 20929 Carey Road, Athens, Alabama, 35614 ("Assignee").

### WITNESSETH:

WHEREAS, Assignor has filed an application for the mark shown in the attached Exhibit "A" which it uses to identify its services, together with the goodwill symbolized by such marks (the "Mark");

WHEREAS, Assignor has previously used the words "Spacecoatings", and owns the residual goodwill of its business resulting from its earlier use of such mark ("Previously Used Mark");

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee said application for the Mark together with the goodwill of its business symbolized thereby as well as any residual goodwill of its business symbolized by the Previously Used Mark;

NOW, THEREFOR, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Consideration for Assignment.** Contemporaneously with the execution of this Agreement, Assignee has tendered Ten Dollars and No/100ths (\$10.00) to Assignor.
2. **Assignment.** Assignor hereby assigns to Assignee all right, title and interest in and to the application for the Mark and Previously Used Mark, together with the goodwill thereby.
3. **Warranties and Representations.** Assignor represents and warrants to Assignee that:
  - 3.1 Assignor is a corporation duly organized, validly existing and in good standing under the State of Alabama.
  - 3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.
  - 3.3 Assignor is the owner of the application for the Mark, no other person or entity has any security interest in the Mark or Previously Used Mark, in any registrations thereof, or in any applications to register the Mark or Previously Used Mark, and there have been no prior assignments of the Mark or Previously Used Mark registrations thereof, or any applications to register the Mark or the Previously Used Mark.

3.4 Any and all licenses to use the Mark or the Previously Used Mark granted by Assignor have been terminated as of the date of this Agreement, with the exception of those licenses as shown in the attached Exhibit "B." Moreover, no person or entity is using the Mark or the Previously Used Mark with Assignor's permission or pursuant to any agreement with Assignor with the exception of those licenses as shown in Exhibit "B."

3.5 The Mark and the Previously Used Mark have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Mark.

3.6 There are no action, suits, claims or proceedings pending or, to assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse affect on the Mark or the Previously Used Mark or the services identified by the Marks or the Previously Used Marks. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Mark or the residual goodwill in the Previously Used Mark, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

3.7 Assignor has no knowledge or notice of any registrations or applications to register the Mark or the Previously Used Mark anywhere in the world.

4. **Indemnification by Assignor.** Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Mark or Previously Used Mark.

4.3 All actions, suits, proceedings, demand, assessments, judgements, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. **Assignments and Sublicenses.** Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Mark or the Previously Used Mark in any manner whatsoever. Assignor shall not grant to any entity or individual the right to use the Mark or the Previously Used Mark in any manner whatsoever.

6. **Breach of Agreement.** If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after

the date of its receipt of such notice within which to cure it breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

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If to Assignor to:      Space Coatings, Inc.  
   20929 Carey Road  
   Athens, Alabama, 35614

If to Assignee, to:      Ms. Amy H. Alvis  
   20929 Carey Road  
   Athens, Alabama, 35614

or to such other address as either party shall designate in a notice to the other given as provided herein.

7.4 **Successors.** All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

7.5 **Headings.** Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

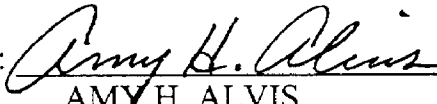
7.6 **Incorporation of Exhibits.** Exhibit "A" is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

7.7 Waiver, Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNES WHREOF, the parties have entered into this Agreement as of the day and year first above written.

**ASSIGNOR:  
SPACE COATINGS, INC.**

By:   
AMY H. ALVIS  
Its President

**ASSIGNEE:**

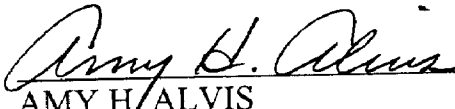
  
AMY H. ALVIS

EXHIBIT "A"



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: SPACECOATINGS (stylized form)

International Class Classes 2, 35, & 42

INTENT TO USE APPLICATION

Honorable Commissioner of  
Patents and Trademarks  
Washington, D.C. 20231

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Business Address: 20929 Carey Road  
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Applicant has a bona fide intention to use the mark in commerce on or in connection with the above-identified goods and services (15 U.S.C. § 1051(6), as amended).

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The applicant is Surface Coatings, Inc., which is a closely held doing business throughout the southeast United States.

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The undersigned hereby appoints the following individuals as its attorneys with full power of substitution, association, and revocation, to prosecute this application, to transact all business in the Patent and Trademark Office connected therewith, and to receive the Certificate of Registration: Stephen P. Leara and William B. Stewart of the firm of Wallace, Jordan, Ratliff & Brandt, L.L.C., located at 800 Shades Creek Parkway, Suite 400, Birmingham, Alabama 35209.

Please direct all correspondence to the attention of Stephen P. Leara at the above address (telephone: 205-870-0555; fax: 205-871-7534).

## DECLARATION

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration declares: that she is properly authorized to execute this application on behalf of the applicant; that she believes the applicant to be the owner of the mark sought to be registered, or, if the application is being filed under 15 U.S.C. § 1051(b), she believes applicant to be entitled to use such mark in commerce; that to the best of her knowledge and belief no other person, firm, corporation, or association has the right to use the above-identified mark in commerce either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods or services of such other person, to cause confusion, or to cause mistake, or to deceive; that all statements made herein of her own knowledge are true and that all statements made on information and belief are believed to be true.

Surface Coatings, Inc.

Dated: 8-19-00

By: Amy Hay Alvis  
Amy Hay Alvis  
Its President

**DRAWING PAGE**

Applicant: Surface Coatings, Inc., an Alabama corporation

Business Address: 20929 Carey Road, Athens, AL 35614

Services: Marketing to businesses and individual consumers, via the global communications network, of coating formulations and surface coatings used on any or all surfaces, including outer space equipment surfaces.

Mark:  
SPACECOATINGS (stylized form)

**EXHIBIT "B"**

NONE