

4/18/01



LY

record the attached

To the Honorable Commissioner
 original document(s) or cop.

101707030

1. Name of conveying party(ies):

Timothy Schnell

2. Name and address of receiving party(ies):

Name: IP Holdings, Inc.
Address: 805 W N Carrier Parkway, Suite 240
Grand Prairie, Texas 75050

3. Nature of conveyance:

- Assignment
- Security Interest
- Merger
- Change of name
- Other _____

4. Registration or Serial number(s):

Registration No(s) Serial No(s)



75/ 721,012
75/ 721,010
75/ 853,578

04-18-2001

Execution date: April 5, 2001

U.S. Patent & TMOfr/TM Mail RptDt. #34

5. Correspondence name and address concerning recordation of the attached document(s):

Name: Jo Katherine D'Ambrosio
Address: Payne & D'Ambrosio, L.L.P.
800 Wilcrest, Suite 160
Houston, Texas 77042

6. Total number of registrations and applications involved: THREE (3)

7. Total fee (\$40 per property + \$25 for each additional recorded on same document):....\$90.00

- Enclosed
- Charge to deposit account*
- Previously paid (see enclosed correspondence with payment stamp)
- Credit overpayment or charge any deficiency to deposit account*
- Resubmission (earlier transmittal letter with payment stamp enclosed)

8. Deposit account number:

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.

Jo Katherine D'Ambrosio
Name of person Signing

Signature

4/16/01
Date

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service, as first class mail, postage prepaid as Express Mail Post office to Addressee, Mailing Label No. _____, in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231, on the date indicated below:

Tameka Watt
Name of person mailing paper

Signature

4/18/01
Date

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05/07/2001 6TON11 00000225 75721012

01 FC:481
02 FC:482

40.00 OP
50.00 OP

ASSIGNMENT (TRADEMARK)

FOR the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR: Timothy Schnell

do hereby SELL, ASSIGN AND TRANSFER to

ASSIGNEE: IP Holdings, Inc.
805 W N Carrier Parkway, Suite 240
Grand Prairie, Texas 75050

and the successors and legal representatives of the ASSIGNEE, an undivided One Hundred per cent (100%) right, title and interest for the United States, its territorial possessions and for any and all foreign countries, including all rights to claim priority and to any and all variations of the marks disclosed in the following applications for the trademarks, serial no. 75/721,012, ARTIST PALETTE 75/721,010, ON PAPER and 75/853,578, GSM and to all Certificates of Registration to be obtained for the trademark in the United States or any foreign country including all renewals of the Registration.

AUTHORIZE AND REQUEST the Patent and Trademark Office to issue any and all such Registrations to the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the ASSIGNOR, and that the full right to convey the same as herein expressed is possessed by the ASSIGNOR;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to trademark application as may be known and accessible to ASSIGNOR and will testify as to the same in any infringement dispute, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, documents instruments of affidavits required to apply for, obtain, maintain, issue and enforce the application, the Registration, and all equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further coventants that, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the ASSIGNOR will execute and deliver to the ASSIGNEE all rightful oaths, declarations, assignments, powers of attorney and other papers, communicate to the ASSIGNEE all facts known to the ASSIGNOR relating to such trademark and the history thereof, and generally do everything possible which the ASSIGNEE shall consider desirable for vesting

issue and enforce said application, said invention and said Letters Patent, and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further covenants that, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the ASSIGNOR will execute and deliver to the ASSIGNEE all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements, execute and deliver to the ASSIGNEE all rightful oaths, declarations, assignments, powers of attorney and other papers, communicate to the ASSIGNEE all facts known to the ASSIGNOR relating to such improvements and the history thereof, and generally do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for such improvements;

SAID ASSIGNMENT TO BE BINDING on the heirs, assigns, representatives and successors of the ASSIGNOR and extend to the successors, assigns and nominees of the ASSIGNEE.

TIMOTHY SCHNELL.

Timothy Schnell
Signature

04-05-01
Date

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared, the above named individual, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

Annette Underwood
Signature of Notary Public

