

10-09-2001

Form PTO-1594  
(Rev. 03/01)  
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Tab settings



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UETA, INC.

10-2-01

- Individual(s)
- General Partnership
- Corporation-State DL
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: IBW, INC.

Internal Address: \_\_\_\_\_

Street Address: International Blvd. @ IH35

City: Laredo State: TX Zip: 78045

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,104,512

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ~~XXXXXXXXXXXXXXXXXXXX~~  
SIOMA NEIMAN

Internal Address: \_\_\_\_\_

Street Address: International Blvd. at IH-35

City: Laredo State: TX Zip: 78045

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

~~XXXXXXXXXXXXXXXXXXXX~~ SIOMA NEIMAN  
Name of Person Signing

  
Signature

9-28-01  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

10/09/2001 LMUELLER 00000179 1104512

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40.00 OP

TRADEMARK  
REEL: 002378 FRAME: 0723

## ASSIGNMENT OF SERVICE MARK

**THIS AGREEMENT** is made and entered into as of this 28 day of Sept, 2001 between UETA, INC., a corporation organized and existing under the laws of Delaware and having its principal place of business at 3407 N.E. Parkway, Suite 101, San Antonio, Texas (the "Assignor") and IBW, INC., a corporation organized and existing under the laws of Texas and having its principal place of business at International Blvd. @ IH35, Laredo, Texas 78045 (the "Assignee").

WHEREAS, the Assignor has adopted, has used, and is using the following service mark on attached "Exhibit A" and further described as follows:

U.S. Regis. No.  
**1,104,512**

Regis. Dated  
**October 17, 1978**

(the "Mark"); and

WHEREAS, the Assignee desires to acquire the Mark and any registrations thereof, together with the associated goodwill of the Assignor's business, and the Assignor wishes to convey and transfer to the Assignee the Mark any registrations thereof and the associated goodwill,

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment.

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Mark and any registrations thereof or applications therefor, together with the associated goodwill of the Assignor's business symbolized by the Mark, and all rights in the Mark, including the right to file for protection around the world on the Mark, and the right to renew any registrations on the Mark, including the right to sue for past and future infringement of the Mark, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

3. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.

4. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

5. Governing Law. The parties hereby agree that this Assignment shall be governed by and construed under and in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as a sealed instrument as of the day and year first above written.

UETA, INC.

By: Joseph Kearney

On this 24 day of September 2001, before me appeared Joe Kearney, who signed this instrument and who acknowledged that he signed it on behalf of Ueta, Inc. with authority to do so.

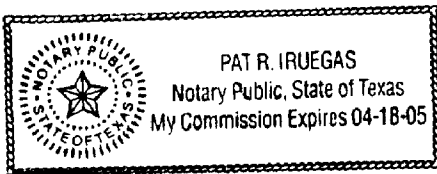
[Signature]  
Notary Public

IBW, INC.

By: [Signature]

On this 28th day of September 2001, before me appeared Sioma Neiman, who signed this instrument and who acknowledged that he signed it on behalf of IBW, INC with authority to do so.

Pat R. Aruegas  
Notary Public



**EXHIBIT A**



Int. Cl.: 42

Prior U.S. Cl.: 101

United States Patent and Trademark Office

Reg. No. 1,104,512

Registered Oct. 17, 1978

**SERVICE MARK**

Principal Register



International Bonded Warehouses, Inc. (Texas corporation)  
2001 Scott St.  
Laredo, Tex. 78040

For: RETAIL STORE SERVICES AND DISTRIBUTORSHIP SERVICES FOR TAX AND DUTY FREE IMPORTED GOODS, in CLASS 42 (U.S. Cl. 101).

First use Jan. 10, 1967; in commerce Jan. 10, 1967.

No claim is made to exclusive right to the words "Tax & Duty Free Imports From Around the World" apart from the mark as a whole.

Ser. No. 911,158, filed June 21, 1976.