



Form PTO-1594  
(Rev. 03/01)  
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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):

BURTIN URETHANE CORPORATION

- Individual(s)
  - General Partnership
  - Corporation-State (CA)
  - Other
  - Association
  - Limited Partnership
- 1-22-02

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

3. Nature of conveyance:

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

Execution Date: MAY 1, 2001

2. Name and address of receiving party(ies)

Name: LINE-X Franchise Development Corp.

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

Street Address: 2525 A. So. Birch St.

City: Santa Ana State: CA Zip: 92707

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CA
- 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) 1,861,562

2,461,464 2,463,701

Additional number(s) attached  Yes  No

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

Name: JEFFREY D. COHEN

Internal Address: ATTORNEY AT LAW

Street Address: P.O. BOX 12865

City: LA JOLLA State: CA Zip: 92039-2865

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

\_\_\_\_\_  
Name of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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

02/05/2002 6TON11 00000196 1861562

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

Recordation Form Cover Sheet

Burtin - Line-X

page 2

Listed registrations assigned

2,490,287

2,431,553

## ASSIGNMENT OF TRADEMARKS

**ASSIGNOR: BURTIN URETHANE CORPORATION**  
**(California corporation)**  
**2550 So. Garnsey Street**  
**Santa Ana, Ca. 92707**

**ASSIGNEE: LINE-X FRANCHISE DEVELOPMENT CORPORATION**  
**(California corporation)**  
**2525 A So. Birch St.**  
**Santa Ana, Ca.92707**

**AGREEMENT** made this 1<sup>st</sup> day of May, 2001 by and between Burtin Urethane Corporation, hereafter referred to as "Assignor" and Line-X Franchise Development Corporation, hereafter referred to as "Assignee."

### **Recital**

1. Assignor is the owner of the following trademarks and servicemarks: LINE-X which is registered with the United States Patent and Trademark Office as registration number 1,861,562 registered November 8, 1994; LINE-X which is registered with the United States Patent and Trademark Office as registration number 2,461,464 registered June 19, 2001; LINE-X which is registered with the United States Patent and Trademark Office as registration number 2,463,701 registered June 26, 2001; OMAX which is registered with the United States Patent and Trademark Office as registration number 2,490,287 registered September 18, 2001; and OMAX which is registered with the United States Patent and Trademark Office as registration number 2,431,553 registered February 27, 2001. True and correct copies of the registration certificates are attached hereto as Exhibit "A."

2. In addition, Assignor is the owner of the following international pending and registered trademarks and servicemarks: Saudi Arabia, LINE-X application serial number 70274 filed March 26, 2001; Australia, LINE-X application serial number 853470 filed October 13, 2000; New Zealand, LINE-X registration number 625169 registered April 19, 2001 and LINE-X (stylized) registration number 627695 registered May 24, 2001; United Kingdom and Northern Ireland, LINE-X registration number 2,247,553 registered October 5, 2000; Ireland, LINE-X application serial number 218,500 filed October 3, 2000; Canada, LINE-X registration number 545,613 Registered. May 25, 2001; Canada, OMAX, application number 1,073,013, filed August 29, 2000 and OMAX (stylized) application number 1,074,026 filed September 29, 2000; Hong Kong, LINE-X registration number B7650/2001 registered June 27, 2001; Malaysia, LINE-X application number 2000-15096 filed October 25, 2000 and LINE-X

(stylized) application number 2000-15097 filed October 25, 2000; Egypt, LINE-X application number 141263 filed March 20, 2001; Argentina, LINE-X registration number 1,744,007 registered July 12, 1999 and LINE-X registration number 1,744,006 registered July 12, 1999; and Brazil, LINE-X, application number 820647705 registered June 27, 2000. True and correct copies of the registration certificates are attached hereto as Exhibit "B."

**Transfer of Trademarks/ServiceMarks**

1. For valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee all of Assignor's interest in the LINE-X and OMAX trademarks and servicemarks identified herein, and their registrations, together with all rights to secure renewals, reissues, extensions of the trademarks and servicemarks, and that part of the goodwill of Assignor's business connected with the use of and symbolized by the LINE-X and OMAX trademarks and servicemarks.

**Representations and Warranties of Assignor**

3. Assignor hereby covenants, warrants, and represents to Assignee that:

(a) Assignor is the sole owner of and has the exclusive right to use the LINE-X and OMAX trademarks and servicemarks free and clear of any liens, encumbrances, licenses, or claims of any nature, and has made no agreement with respect to the LINE-X and OMAX trademarks and servicemarks which is in conflict with this agreement.

(b) Except as specified in Paragraph 1 of this Agreement, no other trademark has been effected, nor has any other registration relating to trademark protection been made with respect to the LINE-X and OMAX trademarks and servicemarks.

(c) Assignor agrees to authorize and direct its officers to make and execute any instrument and perform any legal act that Assignee may think necessary to secure the trademark, or any renewal or extension of the trademark.

(d) Each of the covenants contained in this Paragraph 3 shall be deemed to be a separate covenant, representation, and warranty.

**IN WITNESS WHEREOF**, the parties have executed this agreement at Santa Ana, California on the day and year first above written.

**ASSIGNOR:**

**BURTIN URETHANE CORPORATION**

By:   
**Jorge Burtin, President**