

07-09-2002

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(Rev. 03/01)
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102147396

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):

VBC, Inc.

06/24/02

- Individual(s)
- General Partnership
- Corporation-State
- 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: March 8, 2002

2. Name and address of receiving party(ies)

Name: Don M. Buckner

Internal

Address: _____

Street Address: 3702 Rogers Park Industrial

City: Okahumpka State: FL Zip: 34762

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

2,424,150

Additional number(s) attached Yes No

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

Name: Don M. Buckner

Internal Address: _____

Street Address: 3702 Rogers Park Industrial
Road

City: Okahumpka State: FL Zip: 34762

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: _____

(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.

Don M. Buckner
Name of Person Signing

[Signature]
Signature

6/10/02
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

07/08/2002 TDIAZI 00000226 2424150

01 FC:481

40.00 OP

TRADEMARK
REEL: 002540 FRAME: 0020

COPY

TRADEMARK ASSIGNMENT

WHEREAS, VBC, INC., a corporation organized under the laws of the State of Illinois, with an office located at 25 East Washington, Suite 1742, Chicago, Illinois 60602 (hereinafter, "Assignor") owns certain trademarks, both registered in the United States Patent and Trademark Office and unregistered trademarks and trade names (hereinafter collectively referred to as the "Marks") as set forth on the attached Schedule A; and

3702 Rogers Industrial Pk Rd
W

Don M Buckner

individual
BG

WHEREAS, ~~AMERICAN MANUFACTURING & MACHINE, INC.~~, a Florida corporation, with an office located at 27137 South Highway 33, Okhumpka, Florida 34762 (hereinafter, "Assignee") wishes to acquire any and all rights that Assignor may have in and to the Marks and any registration therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof, in return for a limited license back to Assignor of the Marks for certain Licensed Products and Areas as set forth in the License Agreement of March 8, 2002;

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, and subject to the terms and conditions of the License Agreement dated March 8, 2002, Assignor does hereby assign, sell and transfer to Assignee all right, title and interest in and to the Marks and any registration therefor for the territory of the United States and throughout the world, together with the goodwill of the business in connection with which the Marks are used, and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof.

Assignor represents and warrants to Assignee that Assignor has full right, title and interest to the Marks, the Marks are being assigned to Assignee free and clear of any liens, claims or encumbrances of any kind and, to Assignor's knowledge, the Marks do not infringe on the trademark or other rights of any third party.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

March 8, 2002

VBC, INC.

By: Don M Buckner

Its: president

SCHEDULE A

MARKS

US Reg. No. 2,424,150 for GUTTER VAC

COPY

(alan/vbc-la)

LICENSE AGREEMENT

This Trademark License Agreement is made and entered into this 8th day of March, 2002 by and between ^{Don M. Buekner} ~~AMERICAN MANUFACTURING & MACHINE, INC.~~, an ^{individual} ~~corporation~~ ("Licensor") and VBC, Inc., an Illinois corporation ("Licensee").

RECITALS

- A. Licensee was the owner of the trademark "Gutter Vac" as Reg. No. 2,424,150 registered on January 23, 2001, a copy of which is attached hereto and made a part hereof as "Exhibit 1" ("Mark") which is being sold to Licensor contemporaneously with this License.
- B. Licensee desires to utilize the Mark in Licensee's Products and Area.
- C. Licensor and Licensee desire to agree upon certain terms and provisions concerning the use and restrictions of the Mark.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

- 1. Incorporation of Recitals. The above recitals are incorporated herein and made a part of this Agreement as is specifically stated.
- 2. License. Upon the terms and conditions contained herein, Licensor hereby grants the Licensee and Licensee hereby accepts the right, license and privilege of utilizing the Mark solely and only upon and in connection with the provisions and marketing of services and products in the locations specified in Exhibit "2", a copy of which is attached hereto and made a part hereof ("Licensed Products and Area").
- 3. Term. The term of this Agreement and the license hereby granted shall be for a term ("Term") commencing on the date of this Agreement and continuing for as long as the Mark is a valid trademark.
- 4. License Fee. Licensee shall pay the Licensor a license fee for the entire Term of one dollar (\$1.00).

5. Exclusivity. Licensor grants Licensee the sole and exclusive right to the Mark in the Licensed Products and Area. Nothing contained in this Agreement shall be construed as to prevent Licensor from granting any other licenses for the use of the Mark or from utilizing the Mark in any manner whatsoever outside of the Licensed Products and Area.
6. Licensor's Title and Protection. Licensee agrees that it will not, during the Term of this Agreement, attack the title or any of the rights of Licensor in or to the Mark or attack the validity of this License Agreement. Licensor hereby indemnifies Licensee and undertakes to hold harmless and defend against any and all liability, damage, penalties, loss or expenses which may be suffered by Licensee regarding the use of the Mark as authorized by this Agreement. Neither Licensor nor Licensee shall settle or compromise any claim or action without the prior consent of the other. Licensee agrees to assist Licensor to the extent necessary in the procurement or protection of any and all of Licensor's rights to the Mark. Licensee hereby indemnifies Licensor and undertakes to hold it harmless against any and all liability, damages, penalties, losses or expenses regarding a misuse of the Mark or any other actions taken by Licensee with regard to Licensee's business operations.
7. Quality of Services and Products. Licensee agrees that the quality of the Licensed Products shall be of a high standard and of at least the current standard for such style, appearance and quality so as to provide for the exploitation to the best advantage and protection of the Mark. Samples shall be provided to Licensor on a quarterly basis.
8. License Labeling. Licensee shall label and display the appropriate protection for copyright, trademarks and symbols provided by Licensor.
9. Records. Licensee agrees to maintain accurate books of accounts and records covering all transactions related to the license herein contained and Licensor shall have the right at all reasonable hours to examination of said records.
10. Notices. All notices or statements to be given and all payments to be made shall be given or made at the respective addresses of the parties as may be notified from time to time and the date of mailing shall be deemed the date of notice or statement given.
11. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Illinois.
12. Additional Documents. The parties agree to execute and deliver any required or desired documents to effectuate the terms of this Agreement.

AB

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IN WITNESS WHEREOF, Licensor and Licensee have caused this License

Agreement to be duly executed as of the day and year first above written.

"Licensee"

"Licensor"

VBC, Inc., an Illinois corporation

~~AMERICAN MANUFACTURING & MACHINE, INC., a corporation~~ ✓

By: *Alan Meyer*

By: *Don Backwer*

NAME: *Alan Meyer*

NAME: *Don Backwer*

TITLE: *President*

TITLE: *OWNER*

Address:

Address:

25 E. Washington Street
Suite 1742
Chicago, IL 60602

~~3702 Roger's Fwd, PARK W
27137 S. Highway 33
Okhumpka, FL 34762~~

EXHIBIT 2

Licensed Products and Areas

Gutter vacuum and cleaning systems for residential and commercial buildings employing gutter or similar systems on their roof in the following counties in the State of Illinois: Cook, DuPage, Lake, McHenry, Kane, Kendall, Will, Boone, DeKalb and Grundy.

BA

Don M. Buckner
3702 Rogers Park Industrial Road
Okahumpka, FL 34762

Phone: (352) 728-4641
FAX: (352) 728-0042

June 18, 2002

Commissioner of Patent and Trademarks
Box Assignments
Washington D.C. 20231

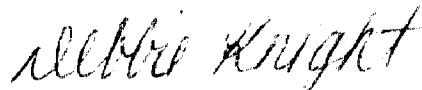
TO WHOM IT MAY CONCERN:

Enclosed, please find a check for \$40.00, a recordation form cover sheet, and our trademark assignment paperwork. It is my understanding that this will meet your requirements to assign the trademark in Don's name.

If you should require additional information, please contact me at the number above.

Thank you.

Sincerely,



Debbie Knight
Administrative Assistant

Enclosures (4)