

07-25-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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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):

Mackie Automotive Holdings Inc.

7-22-02

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

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

3. Nature of conveyance:

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

Execution Date: May 21, 2002

2. Name and address of receiving party(ies)

Name: TDS Automotive Canada, Inc.

Internal

Address:

Street Address: 620A Richmond St., 2nd Floor

City: London State: ON Zip: N6A 5J9

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

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) 75/603,245

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: William G. Barber

Internal Address: Fulbright & Jaworski, LLP

Street Address: 600 Congress Ave., Suite 2400

City: Austin State: TX Zip: 78701

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:

DO NOT USE THIS SPACE

9. Signature.

Laura D. Robertson  
Name of Person Signing

*Laura D. Robertson*  
Signature

7-12-02  
Date

Total number of pages including cover sheet, attachments, and document: 10

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

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TRADEMARK  
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CERTIFICATE OF MAILING  
37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as First Class Mail in an envelope addressed to: Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, on the date below:

7/16/02  
Date

William G. Barber  
Signature

**TRADEMARK**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: TDS Automotive Canada, Inc.

Mark: TIER ZERO

Filing Date: December 12, 1998

Serial Number: 75/603,245

International Class: 35

Attorney Docket Number: BRSK:127/WGB

**REVOCATION AND SUBSTITUTION OF POWER OF ATTORNEY**

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

**BOX RESPONSES NO FEE**

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Commissioner:

Applicant hereby revokes any previous Powers of Attorney and appoints William G. Barber, Louis T. Pirkey, Richard J. Groos, Shannon T. Vale, Michael S. Metteauer, Laura D. Robertson, Alicia Morris Groos, L. Alison Davis, Allison Edwards, Marissa Gonzales, Allison McDade, Susan L. Lyon, Maureen E. Cushman, Christopher S. Harrison, Susan Hightower, Gretchen M. Hoffmann, and any other attorneys with the law firm of Fulbright & Jaworski, L.L.P., its attorneys and attorney, with full power of substitution and revocation, to prosecute this application, to make alteration, amendments, and to transact all related business in the Patent and

Trademark Office in connection with this application and to receive the Certificate of Registration.

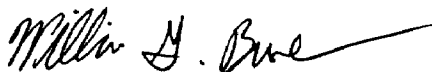
Fulbright & Jaworski L.L.P., 600 Congress Avenue, Suite 2400, Austin, Texas 78701-3271, is hereby designated Applicant's representative upon whom notices or process in proceedings affecting these marks may be served.

No fee is believed to be due in connection with the filing of this document. However, should any fee under 37 C.F.R. § 2.6 be deemed necessary for any reason relating to this application, the Commissioner of Patents and Trademarks is hereby authorized to deduct said fee from Fulbright & Jaworski Account No.:50-1212/BRISK:127/WGB/10010980.

All communications and inquiries relating to this application should be addressed to:

William G. Barber  
FULBRIGHT & JAWORSKI L.L.P.  
600 Congress Avenue, Suite 2400  
Austin, Texas 78701  
512.474.5201

Respectfully submitted,



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William G. Barber  
FULBRIGHT & JAWORSKI L.L.P.  
Attorneys for Applicant  
600 Congress Avenue, Suite 2400  
Austin, Texas 78701  
512.474.5201

Dated: 7/16/02

**CONFIRMATORY ASSIGNMENT**

WHEREAS, Mackie Automotive Holdings Inc. ( the“Assignor”), a corporation having a principal office and place of business in the City of Oshawa, in the Province of Ontario, Canada intended to use the mark TIER ZERO (the “Mark”) in interstate commerce and filed Application Serial No. 75/603,245 with the United States Patent and Trademark Office on December 15, 1998 based on its bona fide intent to use the Mark in commerce, but has not yet filed an allegation of use for the Mark;

WHEREAS, TDS Automotive Canada, Inc. (“the Assignee”), a corporation having a principal office and place of business at 620A Richmond St., 2<sup>nd</sup> Floor, London, Ontario N6A 5J9, Canada acquired, by agreement dated January 18, 2002, the entire business or portion thereof to which the mark pertains as required by 15 USC § 1060;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Mackie Automotive Holdings Inc. does hereby confirm, through this document, the sale, assignment and transfer to TDS Automotive Canada, Inc. of the Mark together with that portion of the business to which the mark pertains as required by 15 USC § 1060.

Mackie Automotive Holdings, Inc.

By: \_\_\_\_\_

Name: Neil Brull

Title: CEO

Date: May 21, 2002

**ASSIGNMENT**

**TO: TDS Automotive Canada, Inc.**

**IN CONSIDERATION OF** the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the undersigned by TDS Automotive Canada, Inc. ("TDS") (the receipt and sufficiency of which is hereby acknowledged by the undersigned), the undersigned hereby:

- a) sells, assigns and transfers to TDS all of its respective right, title and interest, together with all goodwill associated therewith, in and to the trade name and the trademark TIER ZERO, including, but not limited to such applications for registration identified by the following application numbers:
  - (i) European Application Number 001016245;
  - (ii) Mexican Application Number 639411; and
  - (iii) United States of America Application Number 75/603,245(collectively, the "Trademark");
- b) covenants and agrees to immediately discontinue any use of the said trade name and Trademark;
- c) agrees to execute an assignment in the form attached hereto as Appendix "A" which shall be used by TDS for purposes of registering its ownership interest in the Trademark; and
- d) agrees to execute and deliver any and all further documents which may be required to give effect to the foregoing.

DATED this 18<sup>n</sup> day of January, 2002

**MACKIE AUTOMOTIVE HOLDINGS INC.**

Per. \_\_\_\_\_

Authorized Signing Officer

Document Number assign

Appendix "A"

ASSIGNMENT IN FAVOUR OF A COMPANY RESIDENT IN CANADA

Mackie Automotive Holdings Inc., a corporation having a principal office and place of business in the City of Oshawa, in the Province of Ontario (the "Assignor"), in consideration of the sum of \$1.00 and other good and valuable consideration paid to it by TDS Automotive Canada, Inc., a corporation having a principal office and place of business at 620A Richmond St., 2<sup>nd</sup> Floor, in the City of London, in the Province of Ontario (the "Assignee"), the receipt of which is acknowledged, has agreed to sell, assign and transfer and does sell, assign and transfer to the Assignee all of its right, title and interest in and to any registrations in respect of any trademarks, including, but not limited to the trademark shown on the attached Schedule "A", together with the goodwill of the business connected with the use of and symbolized by this trademark.

IN WITNESS WHEREOF the Assignor has affixed its corporate seal under the hands of its proper officers in that behalf this

MACKIE AUTOMOTIVE HOLDINGS INC.

Per: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Document Number assign

**ASSIGNMENT IN FAVOUR OF A COMPANY RESIDENT IN CANADA**

Mackie Automotive Holdings Inc., a corporation having a principal office and place of business in the City of Oshawa, in the Province of Ontario (the "Assignor"), in consideration of the sum of \$1.00 and other good and valuable consideration paid to it by TDS Automotive Canada, Inc., a corporation having a principal office and place of business at 620A Richmond St., 2<sup>nd</sup> Floor, in the City of London, in the Province of Ontario (the "Assignee"), the receipt of which is acknowledged, has agreed to sell, assign and transfer and does sell, assign and transfer to the Assignee all of its right, title and interest in and to any registrations in respect of any trademarks, including, but not limited to the trademark shown on the attached Schedule "A", together with the goodwill of the business connected with the use of and symbolized by this trademark.

IN WITNESS WHEREOF the Assignor has affixed its corporate seal under the hands of its proper officers in that behalf this

**MACKIE AUTOMOTIVE HOLDINGS INC.**

Per: \_\_\_\_\_

Name:

Title:

SCHEDULE "A"

Trademark

Application No.

TIER ZERO

European Application Number 001016245

TIER ZERO

Mexican Application Number 639411

TIER ZERO

United States of America Application Number 74/603,245

Document Number assign



**ASSIGNMENT IN FAVOUR OF A COMPANY RESIDENT IN CANADA**

Mackie Automotive Holdings Inc , a corporation having a principal office and place of business in the City of Oshawa, Ontario, in the Province of Ontario (the "Assignor"), in consideration of the sum of \$1.00 and other good and valuable consideration paid to it by TDS Automotive Canada, Inc., a corporation having a principal office and place of business at 620A Richmond St., 2<sup>nd</sup> Floor, in the City of London, in the Province of Ontario (the "Assignee"), the receipt of which is acknowledged, has agreed to sell, assign and transfer and does sell, assign and transfer to the assignee all of its right, title and interest in and to the trademark shown on the attached Schedule "A", together with the goodwill of the business connected with the use of and symbolized by this trademark.

IN WITNESS WHEREOF the Assignor has affixed its corporate seal under the hands of its proper officers in that behalf this

**MACKIE AUTOMOTIVE HOLDINGS INC.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE "A"**

Trademark

TIER ZERO

Application No.

0881701

Registration No.

Not Registered

Document Number 397562 1

**RECORDED: 07/22/2002**

**TRADEMARK  
REEL: 002549 FRAME: 0769**