

PTO 1594

**RECORDATION FORM COVER SHEET**

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

1. Name of conveying party(ies): EnviroSafe, Inc.  
(Also known as Consep, Inc.)

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation - State Oregon  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: EnviroSafe, Inc.

Internal address:

Street address: 337 W. Southside Court

City: Louisville      State: KY      Zip: 40214

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporations-State                      Kentucky  
 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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: March 29, 1996

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

A. Trademark Application No.(s) 74/195625	B. Trademark Registration No.(s) 1,774,025
--	---

Additional numbers attached?    Ff  Yes     No

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

Name: Robert A. Donald, III  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: 401 West Main St., Ste. 1000  
City: Louisville    State: KY    Zip: 40202


6. Total number of applications and registrations involved:      1

7. Total fee (37 CFR 3.41) . . . . . Previously Paid  
 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.*

Bob Donald, Lawyer        October 14, 2003  
Name of Person Signing    Signature    Date

Total number of pages including cover sheet, attachments, and document: 18

PTO 1594

RECORDATION FORM COV

04-18-2003



102423563

To the Honorable Commissioner of Patents and Trademarks, Please record the at

1. Name of conveying party(ies): EnviroSafe, Inc.  
 (Also known as Consep, Inc.)

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

2. Name and address of receiving party(ies)

Name: EnviroSafe, Inc.  
 Internal address:  
 Street address: 337 W. Southside Court  
 City: Louisville State: KY Zip: 40214

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

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporations-State Kentucky  
 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

Execution Date: March 29, 1996

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

A. Trademark Application No.(s)  
 74/195625

B. Trademark Registration No.(s)  
 1,774,025

Additional numbers attached?  Yes  No

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

Name: Robert A. Donald, III  
 Internal Address:  
 Street Address: 401 West Main St., Ste. 1000  
 City: Louisville State: KY Zip: 40202

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

04/17/2003 ENVIRO 00006199 74195625

01 FEE: \$40.00

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.

J. Douglas Lovcall, President  
 Name of Person Signing

Signature

3/31/03  
 Date

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

TRADEMARK

06/13/98 16:17 2703 308 7031 PTO/STATUS BR.

002

06-11-1996



100207037

RECORDATION FORM COVER SHEET TRADEMARKS ONLY RECEIVED JUN 03 1996 U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Patents and Trademarks: Please record the attached original documents or copy thereof.

MPD 6-3-96

1. Name of conveying party(ies):

Consep, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: March 29, 1996

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

Name: EnviroSafe, Inc.

Internal Address:

Street Address: 337 W. Southside Court

City: Louisville State: KY ZIP: 40214

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Kentucky, 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 patent number(s):

A. Trademark Application No.(s)

#74-195625

B. Trademark Registration No.(s)

1,774,025

Additional numbers attached? Yes No

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

Name: J. Douglas Loveall

Internal Address:

Street Address: 337 W. Southside Court

City: Louisville State: KY ZIP: 40214

B. 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

B. Deposit account number:

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

080 BS 06/07/96 1774025

DO NOT USE THIS SPACE 40.00 CK

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.

J. Douglas Loveall, President EnviroSafe, Inc.

Name of Person Signing

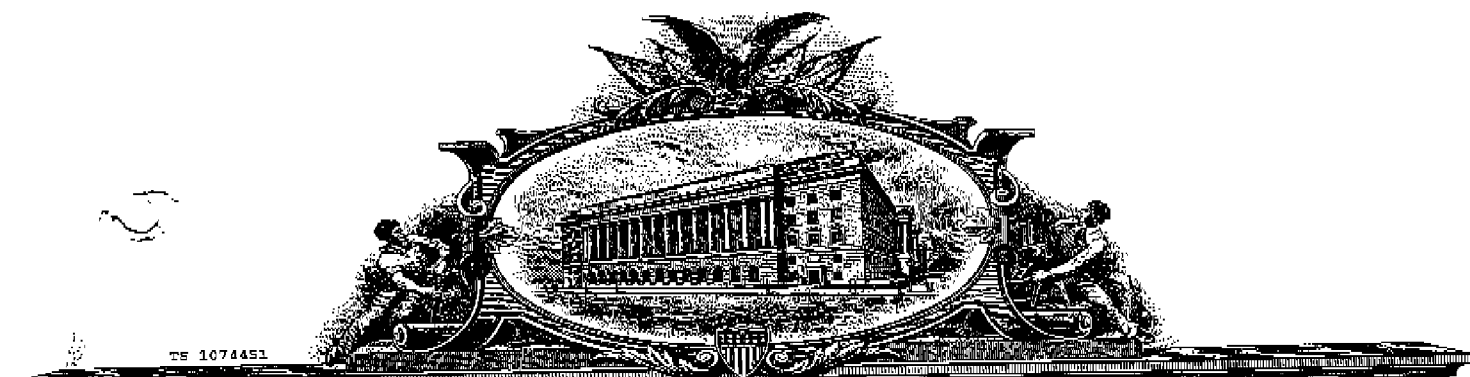
Signature

5/24/96

Date

Total number of pages including cover sheet, attachments, and document: 5

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



TS 1074451

# THE UNITED STATES OF AMERICA

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**

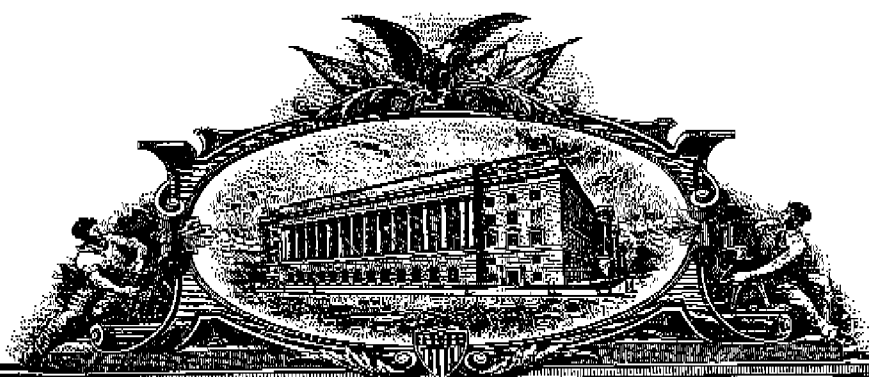
**October 09, 2003**

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE  
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON  
June 03, 1996.**



**By Authority of the  
COMMISSIONER OF PATENTS AND TRADEMARKS**

*T. Wallace*  
**T. WALLACE**  
Certifying Officer



980799

**THE UNITED STATES OF AMERICA**

**TO ALL TO WHOM THESE PRESENTS SHALL COME:**

**UNITED STATES DEPARTMENT OF COMMERCE**

**United States Patent and Trademark Office**

**March 21, 2003**

**THE ATTACHED U.S. TRADEMARK REGISTRATION 1,774,025 IS CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES PATENT AND TRADEMARK OFFICE.**

**REGISTERED FOR A TERM OF 10 YEARS FROM *June 01, 1993***

**SECTION 8 & 15**

**AMENDMENT/CORRECTION/NEW CERT(SECT7) ISSUED**

**SAID RECORDS SHOW TITLE TO BE IN:**

***ENVIROSAFE, INC.***



**By Authority of the  
COMMISSIONER OF PATENTS AND TRADEMARKS**

*N. Williams*  
**N. WILLIAMS**  
**Certifying Officer**

**TRADEMARK**

TRADEMARK ASSIGNMENT

WHEREAS, Consep, Inc. (Consep), a corporation of the State of Oregon, located and doing business at 213 S.W. Columbia Street, Bend, Oregon 97702-1013 is the sole and exclusive owner of the trademark ENVIROSAFE, U.S. Trademark Reg. No. 1,774,025, issued June 1, 1993 for "preparations used to protect from the infestation of crawling insects for domestic, industrial and institutional uses. This assignment will be effective on the date it is executed by March 29, 1996 (effective date).

WHEREAS, EnviroSafe, Inc., a corporation of the State of Kentucky, located and doing business at 337 W. Southside Court, Louisville Kentucky 40214, is desirous of acquiring the aforementioned trademark rights;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. *Assignment.*

Consep assigns to EnviroSafe all of Consep's right, title and interest in and to ENVIROSAFE, together with the good will of the business connected with the use of and symbolized by ENVIROSAFE.

2. *Purchase Price.*

2.1 *Amount.* EnviroSafe will pay to Consep \$10,000 as the purchase price for the assignment in ¶ 1. The \$10,000 is payable as follows: (i) \$1,000 upon execution of the present assignment, and (ii) \$1,000 quarterly payments.

2.2 *Timing.* EnviroSafe shall pay \$1,000 to Consep every quarter beginning on July 1, 1996, and continuing for 9 quarters. EnviroSafe shall mail the \$1,000 payments by first class mail to Consep at the address listed

above, or to any other address specified by Consep, within five days after the first of the month on which payment is due.

3. *Default.*

If EnviroSafe fails to account for or pay to Consep any monies due, ownership of ENVIROSAFE reverts back to Consep upon thirty days written notice to EnviroSafe. If EnviroSafe cures the default or breach within the thirty-day period, this agreement will continue in full force and effect.

4. *Warranty.*

EnviroSafe and Consep represent and warrant to each other that no material facts have been withheld from any party that would materially alter the value of this Agreement, nor the willingness of either party to enter into this Agreement.

5. *Consep's Inventory of ENVIROSAFE® Products.*

Consep will sell off its remaining inventory of ENVIROSAFE® products within 6 months from the effective date of this agreement.

6. *Miscellaneous.*

6.1 *Amendments.* Any amendments or modifications to this agreement can and will be made by written addendum, agreed to by all parties.

6.2 *Governing Law.* This agreement shall be construed in accordance with the laws of the state of Oregon and disputes hereunder shall be decided exclusively in the appropriate state or federal courts located in the state of Oregon. Each party agrees to submit to personal jurisdiction and venue in Oregon courts.

////

6.3 *Integration.* This agreement constitutes the entire agreement between the parties and no other agreement, understandings, representations or discussions are included.

6.4 *Severability.* If any part of this agreement is determined to be wholly or partially unenforceable, the balance of the agreement will not be affected and shall remain enforceable.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate and signed by their authorized representatives.

EnviroSafe, Inc.

Consep, Inc.

By: [Signature]  
Name: J. Douglas Loveall  
Title: President

By: [Signature]  
Name: Volker Oakey  
Title: President



**TRADEMARK ASSIGNMENT**

WHEREAS, Consep, Inc. (Consep), a corporation of the State of Oregon, located and doing business at 213 S.W. Columbia Street, Bend, Oregon 97702-1013 is the sole and exclusive owner of the trademark ENVIROSAFE, U.S. Trademark Reg. No. 1,774,025, issued June 1, 1993 for "preparations used to protect from the infestation of crawling insects for domestic, industrial and institutional uses. This assignment will be effective on the date it is executed by March 29, 1996 (effective date).

WHEREAS, EnviroSafe, Inc., a corporation of the State of Kentucky, located and doing business at 337 W. Southside Court, Louisville Kentucky 40214, is desirous of acquiring the aforementioned trademark rights;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. *Assignment.*

Consep assigns to EnviroSafe all of Consep's right, title and interest in and to ENVIROSAFE, together with the good will of the business connected with the use of and symbolized by ENVIROSAFE.

2. *Purchase Price.*

2.1 *Amount.* EnviroSafe will pay to Consep \$10,000 as the purchase price for the assignment in ¶ 1. The \$10,000 is payable as follows: (i) \$1,000 upon execution of the present assignment, and (ii) \$1,000 quarterly payments.

2.2 *Timing.* EnviroSafe shall pay \$1,000 to Consep every quarter beginning on July 1, 1996, and continuing for 9 quarters. EnviroSafe shall mail the \$1,000 payments by first class mail to Consep at the address listed

above, or to any other address specified by Consep, within five days after the first of the month on which payment is due.

3. *Default.*

If EnviroSafe fails to account for or pay to Consep any monies due, ownership of ENVIROSAFE reverts back to Consep upon thirty days written notice to EnviroSafe. If EnviroSafe cures the default or breach within the thirty-day period, this agreement will continue in full force and effect.

4. *Warranty.*

EnviroSafe and Consep represent and warrant to each other that no material facts have been withheld from any party that would materially alter the value of this Agreement, nor the willingness of either party to enter into this Agreement.

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Consep will sell off its remaining inventory of ENVIROSAFE® products within 6 months from the effective date of this agreement.

6. *Miscellaneous.*

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6.2 *Governing Law.* This agreement shall be construed in accordance with the laws of the state of Oregon and disputes hereunder shall be decided exclusively in the appropriate state or federal courts located in the state of Oregon. Each party agrees to submit to personal jurisdiction and venue in Oregon courts.

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6.4 *Severability.* If any part of this agreement is determined to be wholly or partially unenforceable, the balance of the agreement will not be affected and shall remain enforceable.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate and signed by their authorized representatives.

EnviroSafe, Inc.

Consep, Inc.

By: 

By: 

Name: J. Douglas Loveall

Name: Volker Oakey

Title: President

Title: President

IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

STATEMENT OF USE  
UNDER TRADEMARK RULE 2.88

MARK: ENVIROSAFE  
REGISTRANT: EnviroSafe, Inc.  
REG. NO.: 1,774,025  
CLASS NO.: 005  
REGISTERED: June 1, 1993

TO: BOX Post Registration—FEE  
COMMISSIONER FOR TRADEMARKS  
2900 CRYSTAL DRIVE  
ARLINGTON, VA 22202-3513

**REQUEST FOR POST-REGISTRATION AMENDMENT**

On June 1, 1993, the enclosed registration certificate issued for the above referenced mark: Registrant wishes to amend the registration as follows:

*Currently, the Registrant is listed as Envirosafe, Inc., which was known as Consep, Inc. The Registration should be amended to list the Registrant as EnviroSafe, Inc.*

Registrant believes it is entitled to amend the registration for the following reasons:

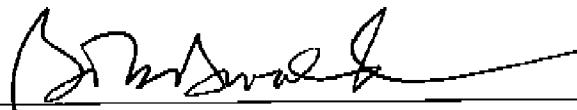
*That on June 6, 1996, the United States Patent and Trademark Office did process an Assignment for ENVIROSAFE from Assignor: Consep, Inc. (Envirosafe, Inc.), to Assignee: EnviroSafe, Inc. Recordation date: 06/03/1996; Reel/Frame: 1465/0836. Copy attached.*

Enclosed are the following:

- Certified copy of the original registration certificate;
- Cover Sheet 1594 for the Assignment;
- Actual Trademark Assignment signed by the parties;
- Copy of Notice of Recordation of Assignment Document; and
- Check for \$40 for filing the Assignment with the Trademark Reporting and Monitoring System (TRAMS).

Registrant respectfully requests that the registration be amended accordingly and the amended certificate be forwarded to the undersigned.

Respectfully submitted,



BOB DONALD  
401 West Main St. Ste. 1000  
Louisville, KY 40202  
(502) 589-3200 (telephone)  
(502) 589-3219 (fax)  
[rad@mgwj.com](mailto:rad@mgwj.com)

Dated: April 1, 2003

Enclosures

Reference: UPS Next Day Air

Express Mail Label

Number: 1Z F57 501 22 1001 3708

Int. Cl.: 5

Prior U.S. Cl.: 18

United States Patent and Trademark Office  
Corrected

Reg. No. 1,774,025  
Registered June 1, 1993  
OG Date July 19, 1994

**TRADEMARK  
PRINCIPAL REGISTER**

**ENVIROSAFE**

ENVIROSAFE (OREGON CORPORATION)  
213 SW COLUMBIA STREET  
BEND, OR 97702, ASSIGNEE BY  
CHANGE OF NAME AND MERGER  
FROM ENVIROSAFE BUG CONTROL  
CORPORATION (DELAWARE CORPORATION)  
SCHUYLKILL HAVEN, PA

FOR PREPARATIONS USED TO PROTECT FROM THE INFESTATION OF CRAWLING INSECTS FOR DOMESTIC, INDUSTRIAL AND INSTITUTIONAL USES, IN CLASS 5 (U.S. CL. 18).  
FIRST USE 1-0-1991; IN COMMERCE 1-0-1991.  
SER. NO. 74-195,625, FILED 8-19-1991.

*In testimony whereof I have hereunto set my hand  
and caused the seal of The Patent and Trademark  
Office to be affixed on July 19, 1994.*

COMMISSIONER OF PATENTS AND TRADEMARKS

Int. Cl.: 5

Prior U.S. Cl.: 18

**United States Patent and Trademark Office**

**Reg. No. 1,774,025**

Registered June 1, 1993

**TRADEMARK  
PRINCIPAL REGISTER**

**ENVIROSAFE**

ENVIROSAFE BUG CONTROL CORPORATION  
(PENNSYLVANIA CORPORATION)  
EAST MAIN STREET, R.D. #1, P.O. BOX 291  
SCHUYLKILL HAVEN, PA 17972

INSTITUTIONAL USES, IN CLASS 5 (U.S. CL.  
18).

FIRST USE 1-0-1991; IN COMMERCE  
1-0-1991.

SER. NO. 74-195,625, FILED 8-19-1991.

FOR: PREPARATIONS USED TO PROTECT  
FROM THE INFESTATION OF CRAWLING IN-  
SECTS FOR DOMESTIC, INDUSTRIAL AND

ANGELA M. MICHELI, EXAMINING ATTOR-  
NEY