

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Howard Hackett		04/06/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Mesa Verde Manufacturing, Inc.
Street Address:	10640 NW 22nd Street
City:	Pembroke Pines
State/Country:	FLORIDA
Postal Code:	33026
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2318934	TILT-A-RACK

CORRESPONDENCE DATA	
Fax Number:	(720)931-3001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	720-931-3000
Email:	ipdocketing@lathropgage.com
Correspondent Name:	Neil L. Arney
Address Line 1:	4845 Pearl East Circle, Suite 300
Address Line 4:	Boulder, COLORADO 80301

ATTORNEY DOCKET NUMBER:	412449
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NAME OF SUBMITTER:	Teresa Anderson Cawthon
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Total Attachments: 3
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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this 6<sup>th</sup> day of April, 2004, from Howard Hackett ("Assignor") to Mesa Verde Manufacturing, Inc. ("Assignee"), a Colorado corporation.

WHEREAS, Assignee has filed a lawsuit against Assignor, a former officer and shareholder of Assignee, to correct and clarify the ownership of the mark TILT-A-RACK<sup>®</sup> (Registration No. 2,318,934), the domain name TILTARACK.COM, and the website located at [www.tiltarack.com](http://www.tiltarack.com). Said action is entitled *Mesa Verde Manufacturing, Inc. v. Hackett*, U.S. District Court for the District of Colorado, Case No. 03-Z-1851 (CBS) (hereinafter the "Litigation").

WHEREAS, in settlement of the Litigation, Assignor has agreed to assign any and all rights and interests that he has in the mark TILT-A-RACK<sup>®</sup>, the domain name TILTARACK.COM, and the website located at [www.tiltarack.com](http://www.tiltarack.com) to Assignee.

NOW, THEREFORE, to whom it may concern, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, said Assignor does hereby sell, transfer, convey, assign, and set over to Assignee, its successors, and assignees:

1. any and all of Assignor's rights in the mark TILT-A-RACK<sup>®</sup>, Registration No. 2,318,934, including all property right, title, and interest in and to the mark and any common-law rights in the mark, along with that portion of Assignor's business, including good will, directly pertaining to and symbolized by the mark, any and all claims for damages that Assignor may have against third parties by reason of past infringement of the mark, the right to enforce its rights in the mark, and the right to sue for, collect, and recover damages for past infringement thereto for its own use and enjoyment and the use and enjoyment of its successors and assignees, to collect any royalties regarding the mark and to hold the mark absolutely;

2. any and all of Assignor's rights in the domain name TILTARACK.COM, including all property right, title, and interest in and to the domain name, any common-law rights in the domain name, along with that portion of Assignor's business,

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including good will, directly pertaining to and symbolized by the domain name, any and all claims for damages that Assignor may have against third parties by reason of the infringement of said domain name, the right to enforce its rights in the domain name, the right to sue for, collect, and recover damages for past infringement thereof for its use and enjoyment and the use and enjoyment of its successors and assigns, to collect any royalties regarding the domain name and to hold the domain name absolutely; and

3. any and all of Assignor's rights in the Internet website located at [www.stlurch.com](http://www.stlurch.com), including all property right, title, and interest in and to the website and all content of the website.

At any time upon request of Assignee or its successors and assigns, Assignor agrees to execute and deliver any and all other appropriate supplemental agreements and documents, and to take any other action reasonably necessary to: (i) carry out the intent of this Assignment; (ii) make this Assignment fully and legally effective, binding, and enforceable against the parties hereto or as against third parties; or (iii) perfect title in the trademark, domain name, or the website in Assignee or its successors and assigns.

Howard Hackett

*Howard Hackett*  
By: Howard Hackett

STATE OF COLORADO

COUNTY OF \_\_\_\_\_

Howard Hackett appeared before me on APRIL 6, 2004 and signed the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 6 day of APRIL, 2004.

My commission expires: \_\_\_\_\_

*Sam D. Martin*  
Notary Public

(Seal) SAM D. MARTIN  
Notary Public - Notary Seal  
State of Missouri  
County of Newton  
My Commission Exp. 09/10/2005

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including good will, directly pertaining to and symbolized by the domain name, any and all claims for damages that Assignor may have against third parties by reason of past infringement of said domain name, the right to enforce its rights in the domain name, and the right to sue for, collect, and recover damages for past infringement thereto for its own use and enjoyment and the use and enjoyment of its successors and assignees, to collect any royalties regarding the domain name and to hold the domain name absolutely; and

3. any and all of Assignor's rights in the Internet website located at www.tiltarack.com, including all property right, title, and interest in and to the website and all content of the website.

At any time upon request of Assignee or its successors and assigns, Assignor agrees to execute and deliver any and all other appropriate supplemental agreements and other instruments, and to take any other action reasonably necessary to: (i) carry out the intent of this Assignment; (ii) make this Assignment fully and legally effective, binding, and enforceable as between the parties hereto or as against third parties; or (iii) perfect title in the trademark, domain name, or the website in Assignee or its successors and assigns.

Howard Hackett

\_\_\_\_\_  
By: Howard Hackett

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

Howard Hackett appeared before me on February \_\_\_\_, 2004 and signed the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this \_\_\_\_ day of February, 2004.

My commission expires:

[Seal]

\_\_\_\_\_  
Notary Public