

01-22-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): McGuire-Nicholas, LLC. 2-16-04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Texas LLC
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Rooster Products international, Inc
Internal Address: 17280 Green Mountain Road
Street Address: Suite 101
City: San Antonio State: TX Zip: 78247
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Texas
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: 07-10-2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) (See attached list - 1 application)
Additional number(s) attached Yes No

B. Trademark Registration No.(s) (See attached list - 16 registrations)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Alan R. Thiele
Internal Address: Jenkins & Gilchrist, PC
Street Address: 1445 Ross Avenue, Suite 3200
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 17
7. Total fee (37 CFR 3.41): \$ 440.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 10-0447

DO NOT USE THIS SPACE

9. Signature: Alan R. Thiele
Signature: [Handwritten Signature]
Date: January 16, 2004
Total number of pages including cover sheet, attachments, and document: 8

01/21/2004 BYRNE 0600196 1206190
40.00 UP
400.00 UP

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

TRADEMARK REEL: 002899 FRAME: 0372

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

A. Trademark Application No.(s)

75/357,441 15-Sep-1997

B. Trademark Registration No. (s)

1,206,990 07-Sep-1982

1,565,530 14-Nov-1989

1,911,130 15-Aug-1995

1,939,403 05-Dec-1995

1,956,604 13-Feb-1996

1,964,551 26-Mar-1996

1,996,250 20-Aug-1996

2,039,266 18-Feb-1997

2,053,228 15-Apr-1997

2,060,200 06-May-1997

2,076,665 08-Jul-1997

2,085,156 05-Aug-1997

2,098,629 23-Sep-1997

2,129,585 13-Jan-1989

2,271,285 14-Aug-1999

2,309,703 18-Jan-2000

ASSIGNMENT

WHEREAS, McGUIRE-NICHOLAS, LLC, a Texas limited liability company, having an office at 17280 Green Mountain Road, Suite 101, San Antonio, Texas 78247, ASSIGNOR, is the owner of that certain intellectual property listed on Schedule A attached hereto; and

WHEREAS, ROOSTER PRODUCTS INTERNATIONAL, INC., a Texas Corporation, ASSIGNEE, having an office at 17280 Green Mountain Road, Suite 101, San Antonio, Texas 78247, is desirous of obtaining the entire right, title and interest in, to and under the intellectual property listed on Schedule A:

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, McGUIRE-NICHOLAS, LLC, the said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors, legal representatives and assigns, its entire right, title and interest in, to and under the said intellectual property including, without limitation, all applications for patents, utility models, designs, trademarks and copyrights, which may hereafter be filed for said intellectual property in the United States, or in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said applications under the Patent, Trademark and Copyright Laws of the United States and the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, designs, trademarks and copyrights which may be granted for said intellectual property in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers or to perform any other acts in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

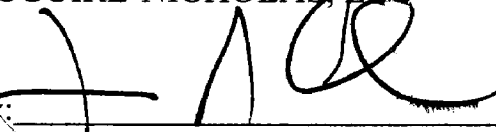
AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said intellectual property, and testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, and aid the said ASSIGNEE, its successors, legal representatives and assigns, in obtaining and enforcing proper intellectual property protection for said intellectual property in all countries.

AND ASSIGNOR HEREBY grant(s) the firm of Jenkens & Gilchrist of 100 West Houston Street, Suite 1400, San Antonio, Texas 78205, or its agents the power to insert on this assignment any further identification, including, but not limited to, application number(s) and filing dates, which may be necessary or desirable in order to comply with any rule or request of the United States Patent and Trademark Office for the purposes of recording this document.

IN TESTIMONY WHEREOF, I, Juan Pablo Cabrera, in my capacity as Chief Executive Officer of MCGUIRE-NICHOLAS, LLC., hereunto set my hand and seal on the date indicated below.

7/10/01
Date

MCGUIRE-NICHOLAS, LLC

By: 

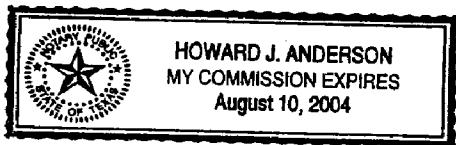
Juan Pablo Cabrera
Chief Executive Officer

J.P.C.

STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared JUAN PABLO CABRERA, known to me to be the person of that name, who signed the foregoing instrument in his capacity as Chief Executive Officer on behalf of McGuire-Nicholas, LLC, a Texas limited liability company, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 10 day of July, 2001.



(Notary Seal)

A handwritten signature in cursive script that reads "Howard J. Anderson".

Notary Public in and for the State of
Texas

Printed Name:
My Commission Expires:

ANNEX I

ISSUED UTILITY PATENTS

<u>No.</u>	<u>Title</u>	<u>Issue Date</u>
5,938,276	Portable Seat for Pail	17-Aug-1999

ISSUED DESIGN PATENTS

<u>No.</u>	<u>Title</u>	<u>Issue Date</u>
333,215	Tool Pouch . . . for Cordless Drill	16-Feb-1993
324,309	Hammer Holder	03-Mar-1992
316,485	Combined Nail & Tool Bag	30-Apr-1991
316,186	Leather Tool Caddy	16-Apr-1991
316,185	Tool Caddy	16-Apr-1991
374,313	Support Belt	01-Oct-1996
380,876	Non-Marring Knee Pad	08-Jul-1997
316,465	Steam Generating Machine	23-Apr-1991

TRADEMARK REGISTRATIONS

<u>No.</u>	<u>Mark</u>	<u>Reg. Date</u>
1,206,990	HAMMER SNAPPER	07-Sep-1982
1,565,530	TOUGH PROLITE COMFORT & Design	14-Nov-1989
1,911,130	NICHOLAS	15-Aug-1995
1,939,403	PROLITE	05-Dec-1995
1,956,604	MCGUIRE-NICHOLAS & Design	13-Feb-1996
1,964,551	PROVALUE	26-Mar-1996
1,996,250	MISCELLANEOUS DESIGN [kneepad]	20-Aug-1996
2,039,266	BUILD-A-BELT	18-Feb-1997
2,053,228	PRO-MAX	15-Apr-1997
2,060,200	PROTECT Supp. Reg.	06-May-1997
2,076,665	PROTECT	08-Jul-1997
2,085,156	PROTECT MCGUIRE NICHOLAS SAFETY GEAR & Design	05-Aug-1997
2,098,629	BUCKET CADDY	23-Sep-1997
2,129,585	BUCKET BENCH Supp. Reg.	13-Jan-1998
2,271,285	MEDALLION	14-Aug-1999
475,322 [Canada]	NICHOLAS	28-Apr-1997
2,309,703	MCGUIRE-NICHOLAS	18-Jan-2000

PENDING TRADEMARK APPLICATIONS

<u>No.</u>	<u>Mark</u>	<u>App. Date</u>
75/357,441	TUFFWEAR	15-Sep-1997

COPYRIGHT REGISTRATIONS

<u>No.</u>	<u>Title</u>	<u>Reg. Date</u>
TX-3-744-972	Prolite Support Belt	16-May-1994
VA-414-438	Before & After Toolbelt; "Mr. Bumbles" photographs	22-Jun-1990

DOMAIN NAMES

<u>Name</u>	<u>Registrar</u>
nicholas.com	Network Solutions, Inc.

LICENSE AGREEMENTS

<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>
Stanley Logistics, Inc. and The Stanley Works	McGuire-Nicholas Company, LLC	15-Apr-1999
Steve Ambrosius and Neil Van Boxtel	McGuire-Nicholas Company, Inc.	1-Apr-1994
Nicholas Garcia	McGuire-Nicholas Company, LLC	12-Apr-1999
Travelon	McGuire-Nicholas Company, LLC License arrangements	14-Sep-1999