

09-22-2004



102841642

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.

97809

1. Name of conveying party(ies): Clean Gun, L.L.C. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other Limited Liability Company Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: I.P. Holdings, Inc. Internal Address: Street Address: 805 W. N. Carrier Parkway, Suite 240 City: Grand Prairie State: Texas Zip: 75050 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other Limited Liability Company If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/556,034 B. Trademark Registration No.(s) Additional number(s) attached [] Yes [X] No

6. Total number of applications and registration involved: 7. Total fee (37 CFR 3.41) \$40.00 [X] Enclosed [] Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jo Katherine D'Ambrosio, D'Ambrosio & Associates, P.L.L.C. Internal Address: Street Address: 10260 Westheimer Road, Suite 465 City: Houston State Texas Zip: 77042

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. Jo Katherine D'Ambrosio Name of Person Signing Signature Date 8/30/04 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



09/21/2004 NBETACHE 00000120 76556034

01 FC:0521 40.00 DP

09-03-2004

U.S. Patent & TMO/TM Mail RptDt. #10

TRADEMARK REEL: 003048 FRAME: 0630

ASSIGNMENT

FOR the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR: CLEAN GUN, L.L.C.

do hereby SELL, ASSIGN AND TRANSFER to

ASSIGNEE: IP HOLDINGS, INC.
805 W N Carrier Parkway, suite 240
Grand Prairie Texas 75050

and the successors and legal representatives of the ASSIGNEE, an undivided One Hundred per cent (100%) right, title and interest for the United States, its territorial possessions and for any and all foreign countries, including all rights to claim priority and to any and all variations of the mark disclosed in the application for the trademark as follows:

KNOCK OUT, Serial No. 76/556,034

and to all additional Certificates of Registration to be obtained for the trademark in the United States or any foreign country including all renewals of the Registration.

AUTHORIZE AND REQUEST the Patent and Trademark Office to issue any and all such additional Registrations to the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the ASSIGNOR, and that the full right to convey the same as herein expressed is possessed by the ASSIGNOR;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to trademark application as may be known and accessible to ASSIGNOR and will testify as to the same in any infringement dispute, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, documents instruments of affidavits required to apply for, obtain, maintain, issue and enforce the application, the Registration, and all equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further covenants that, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the ASSIGNOR will execute and deliver to the ASSIGNEE all rightful oaths, declarations, assignments, powers of attorney and other papers, communicate to the ASSIGNEE all facts known to the ASSIGNOR relating to

such trademark and the history thereof, and generally do everything possible which the ASSIGNEE shall consider desirable for vesting title to such trademark in the ASSIGNEE, and for securing, maintaining and enforcing proper trademark protection;

SAID ASSIGNMENT TO BE BINDING on the heirs, assigns, representatives and successors of the ASSIGNOR and extend to the successors, assigns and nominees of the ASSIGNEE.

CLEAN GUN, L.L.C.
By: David E. Schnell, Manager

David E. Schnell
Signature

7/27/04
Date

STATE OF Texas

§

COUNTY OF Tarrant

§

BEFORE ME, the undersigned authority, on this day personally appeared, the above named individual, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

Cherry M. Callay
Signature of Notary Public

