

02-28-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RI

Doc ID # 103362997

103376142

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Burr Wolff, L.P.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 1, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Ryan Valuation Services, LLC.

Internal

Address: _____

Street Address: 13155 Noel Road, 12th Floor, LB 72

City: Dallas

State: Texas

Country: USA Zip: 75240

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
75684558

B. Trademark Registration No.(s)
2684012

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Mark: STS Corporate Mark Type: Servicemark Filing Date: April 14, 1999

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

Name: Kyle C. Hooper

Internal Address: _____

Street Address: 500 North Akard, Suite 3500

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-774-1240

Fax Number: 214-774-1212

Email Address: khooper@lidjimorey.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed (Previously Paid-see prior cover sheet)

8. Payment Information:

- a. Credit Card Last 4 Numbers Fee OK
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Kyle C. Hooper

Signature

Date

2/7/07

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003492 FRAME: 0557

RECORDED AS OF 1/16/07

Schedule A
to
Trademark/Service Mark Assignment

Mark	Mark Type/Register	Filing Date	Issue Date	Application Number	Registration Number
STS CORPORATE	Service Mark/Principal	04/14/1999	02/04/2003	75684558	2684012

Re 21207

02-15-2007



Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/21)

103372774

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Burr Wolff, L.P.(assignor)

Capital Source Finance LLC (security interest)

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation- State: _____
☒ Other Capital Source is DE LLC

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 1, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Ryan Valuation Services, LLC.

Internal

Address: _____

Street Address: 13155 Noel Road, 12th Floor, LB 72

City: Dallas

State: Texas

Country: USA Zip: 75240

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

75684558

B. Trademark Registration No.(s)

2684012

Additional sheet(s) attached? ☐ Yes ☒ No

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Mark: STS Corporate

Mark Type: Servicemark

Filing Date: April 14, 1999

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Name: Kyle C. Hooper

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State: Texas Zip: 75201

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Fax Number: 214-774-1212

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- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Kyle C. Hooper

Signature

12/20/06
Date

Kyle C. Hooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 00000032 2684012 12/20/06

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK

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TRADEMARK/SERVICEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated December 1, 2006, is between Burr Wolff, L.P. a Texas limited partnership ("Assignor"), and Ryan Valuation Services, LLC, a Delaware limited liability company ("Assignee") (Assignor and Assignee are sometimes collectively referred to as the "Parties" and individually referred to as a "Party").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, executed December 1, 2006 and dated November 22, 2006 (the "APA"), pursuant to which Assignor has agreed to sell, convey, transfer, assign, and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned, and delivered to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, among other things, all of the Assignor's right, title, and interest in and to (a) the trademarks and servicemarks described or referenced on Schedule A (the "Marks") and all goodwill associated therewith, (b) all rights, if any, to file any additional trademark and/or servicemark filings in connection with the foregoing marks anywhere in the world, and (c) all rights, to sue and recover with respect to any improper use of the foregoing anywhere in the world (all of the foregoing are collectively referred to as the "Transferred Intellectual Property");

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Assignment by Assignor.** Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Intellectual Property in the United States of America, in any of its jurisdictions, and in all foreign countries, including any and all goodwill of Assignor associated with such Transferred Intellectual Property and all royalties and payments in connection therewith, together with the right, if any, to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Intellectual Property. Assignor agrees that the rights transferred to Assignee pursuant to this Assignment include but are not limited to all common law rights to any Transferred Intellectual Property, any and all causes of action and other rights assertable under the Transferred Intellectual Property, and the right to receive and use all benefits obtained from any litigation or enforcement proceedings with respect to any Transferred Intellectual Property. Assignor agrees to execute all papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.

2. **Authorization.** Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the Secretaries of State or other appropriate empowered officials of the relevant States or other appropriate jurisdictions to transfer all registrations and applications for

the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Assignment.

3. **Severability; Miscellaneous.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. This Assignment may be executed in counterparts, and together, both counterparts will constitute one fully executed Assignment. This Assignment will be governed by and interpreted under Texas law, without regard to conflict of law principles. Subject to the following sentence, this Assignment will be binding on the parties' respective successors and assigns. No party may assign its rights under this Assignment to any person without the prior written consent of the other party. No failure or delay by either party in exercising any right under this Assignment will operate as a waiver, nor will exercise of any right preclude such party from exercising any other right under this Assignment. This Assignment may only be modified upon the written consent of the Assignor and Assignee.


[Remainder of page intentionally left blank; signatures and notary follow]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the date first set forth above.

Assignor:

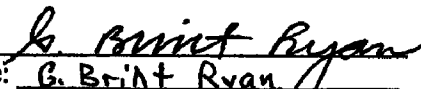
BURR WOLFF, L.P.

BY: BURR WOLFF, LLC, ITS GENERAL PARTNER

By: 
Name: Sean Ireland
Its: President & CEO

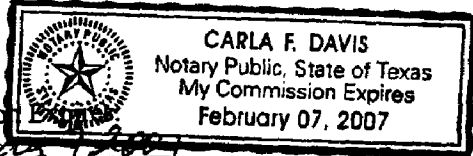
Assignee:

RYAN VALUATION SERVICES, INC.

By: 
Name: G. Brint Ryan
Its: CEO & President

STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned, a Notary Public, on this the 1st day of December 2006, personally appeared Sean Ireland, personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as the duly authorized officer of Burr Wolff, LLC, which is the General Partner of Burr Wolff, L.P., the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.

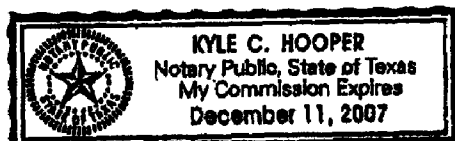


My Commission Expires February 7, 2007

Carla F. Davis
Notary Public in and for the State of Texas
Carla F. Davis
Printed Name of Notary Public

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public, on this the 1st day of December, 2006, personally appeared G. Brent Ryan, personally known to me (or proven to me on the basis of satisfactory evidence) to be person who executed the foregoing instrument as the President of Ryan Valuation Services, LLC, the company therein named, and acknowledged to me that the instrument was the free deed and act of said company for the purpose therein set forth and intending to be legally bound thereby and intending that this instrument be recorded.



My Commission Expires _____

Kyle C. Hooper
Notary Public in and for the State of Texas
Kyle C. Hooper
Printed Name of Notary Public

TRADEMARK ASSIGNMENT – Notary Block Page

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RECORDED: 01/16/2007

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