

10-01-2007

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



ET

103449419

To the Director of the U. S. Patent and Trademark Office

1 document or the new address(es) below.

**1. Name of conveying party(ies):**

Applied Concepts, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) US

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) September 24, 2007

- ☒ 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: WF Acquisition, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 4607 Forge Road

City: Colorado Springs

State: CO

Country: US Zip: 80907

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship US  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Paul J. Maginot

Internal Address: Chase Tower

Street Address: 111 Monument Circle, Suite 3250

City: Indianapolis

State: IN Zip: 46204-5109

Phone Number: (317) 638-2922

Fax Number: (317) 638-2139

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

15

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390.00**

- ☐ 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 13-0014

Authorized User Name Maginot, Moore & Beck

**9. Signature:**

Paul J. Maginot  
Signature

September 25, 2007  
Date

Paul J. Maginot

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 09/25/2007 10 3231485 40.00 OP 350.00 OP 01 FC 1852 02 FC 1852

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: 003633 FRAME: 0024

## CONTINUATION OF ITEM 4

<b><u>Registration No.</u></b>	<b><u>Description of Trademark</u></b>
3,231,435	ROBO ACP8
3,178,592	ROBO ACP9
3,130,891	ROBOWRENCH
2,212,317	MISCELLANEOUS DESIGN
2,260,545	MISCELLANEOUS DESIGN
2,301,249	ROBO GRIP AND DESIGN
2,547,534	ROBO HAMMER
2,258,856	ROBO RCP8 AND DESIGN
2,255,048	ROBO RCP9 AND DESIGN
2,301,251	ROBO-GRIP AND DESIGN
1,646,651	ROBOGRIP
2,449,439	ROBOGUARDS
2,421,771	ROBO PRO AND DESIGN
2,430,244	ROBO PRO AND DESIGN
2,412,805	ROBOPRO

# **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT ("ASSIGNMENT")** is made and entered into as of this 24 day of September, 2007, by and between Applied Concepts, Inc., a Delaware corporation ("Assignor"), and WF Acquisition, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor owns, has adopted and currently uses the marks identified on Schedule A attached hereto (the "Marks"), and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the goodwill of the business associated with said Marks, and is the owner of all worldwide right, title and interest in and to the registrations and applications for registration for the Marks set forth in the attached Schedule of Trademarks (collectively the "Trademark Assets"); and

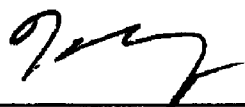
**WHEREAS**, Assignor has agreed to contribute the Trademark Assets to Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:


Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in and to the Trademark Assets, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Marks.

Assignor agrees to execute or procure any further necessary assurance of title to the Trademark Assets; and at any time, upon the request and at the expense of Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trademark Assets in Assignee, its successors, assigns or other legal representatives; and to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark Assets, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark Assets.

APPLIED CONCEPTS, INC.


By:   
Title: JAMES D. SWITHER  
ATTORNEY IN FACT  
Dated: September 24, 2007


WF ACQUISITION, INC.

By:   
Title: JAMES D. SWITHER  
ATTORNEY IN FACT  
Dated: September 24, 2007

Schedule of Trademarks

**U.S. TRADEMARKS**

Trademark	Count	Owner	Status
ROBO ACP8	3,231,435	Applied Concepts, Inc.	Registered
ROBO ACP9	3,178,592	Applied Concepts, Inc.	Registered
ROBOWRENCH	3,130,891	Applied Concepts, Inc.	Registered
	2,212,317	Applied Concepts, Inc.	Registered
	2,260,545	Applied Concepts, Inc.	Registered
<b>ROBO GRIP</b>	2,301,249	Applied Concepts, Inc.	Registered
ROBO HAMMER	2,547,534	Applied Concepts, Inc.	Registered
<b>ROBO®RCP8</b>	2,258,856	Applied Concepts, Inc.	Registered
<b>ROBO®RCP9</b>	2,255,048	Applied Concepts, Inc.	Registered
<b>ROBO·GRIP</b>	2,301,251	Applied Concepts, Inc.	Registered
ROBOGRIP	1,646,651	Applied Concepts, Inc.	Registered
ROBOGUARDS	2,449,439	Applied Concepts, Inc.	Registered

Trademark	Serial No.	Owner Information	Status
<b>ROBO PRO</b>	2,421,771	Applied Concepts, Inc.	Registered
 <b>ROBO PRO</b>	2,430,244	Applied Concepts, Inc.	Registered
ROBOPRO	2,412,805	Applied Concepts, Inc.	Registered

### FOREIGN TRADEMARKS

Trademark	Country	Serial No.	Owner Information	Status
ROBO GRIP	Argentina	1766122	Applied Concepts, Inc.	Registered
ROBO GRIP	Brazil	821065920	Applied Concepts, Inc.	Registered
ROBO GRIP	Canada	TMA57338 6	Applied Concepts, Inc.	Registered
ROBO GRIP	Chile	539011	Applied Concepts, Inc.	Registered
HEX HEAD SYMBOL	China	1237670	Applied Concepts, Inc.	Registered
ROBO GRIP	China	1279436	Applied Concepts, Inc.	Registered
ROBOGRIP (STYLIZED)	China	1237669	Applied Concepts, Inc.	Registered
ROBOPRO (STYLIZED)	China	3538812	Applied Concepts, Inc.	Registered
ROBO GRIP	Community	564435	Applied Concepts, Inc.	Registered
ROBO HAMMER	Community	1381359	Applied Concepts, Inc.	Registered
ROBODRIVER	Community	1410059	Applied Concepts, Inc.	Registered
ROBOGRIP	France	94 509102	Applied Concepts, Inc.	Registered

ROBOGRIP	India	802912	Applied Concepts, Inc.	Registered
ROBO GRIP	Japan	4232205	Applied Concepts, Inc.	Registered
ROBOGRIP	Japan	4051635	Applied Concepts	Registered
ROBOGRIP	Mexico	602579	Applied Concepts, Inc.	Registered
ROBO GRIP	Taiwan	890743	Applied Concepts, Inc.	Registered
ROBOGRIP (STYLIZED)	United Kingdom	1564414	Applied Concepts, Inc.	Registered
ROBO GRIP	Venezuela	P219521	Applied Concepts, Inc.	Registered
ROBOGRIP	Venezuela	P219617	Applied Concepts, Inc.	Registered