

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROGER H WALKER		11/14/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	CTI Services, LLC		
Composed Of:	COMPOSED OF ROGER H. WALKER, U.S. Citizen; JOHN ADAMS, U.S. Citizen		
Street Address:	6430 S. 39 W. Ave		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74132		
Entity Type:	LIMITED LIABILITY COMPANY: OKLAHOMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3322311	BLACK DIAMOND	
Registration Number:	2989146	DIAMOND WRAP	
Registration Number:	3495266	DIAMOND WRAP	
Registration Number:	3476214	BLUE DIAMOND	
CORRESPONDENCE DATA			
Fax Number:	(918)742-5901		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9187425900		
Email:	staff@mckaypatents.com		
Correspondent Name:	Molly D. McKay		
Address Line 1:	2301 S. Sheridan - Suite A		
Address Line 4:	Tulsa, OKLAHOMA 74129		
ATTORNEY DOCKET NUMBER:	M3410.70		
NAME OF SUBMITTER:	Molly D. McKay		

TRADEMARK

900126336

REEL: 003930 FRAME: 0461

CH \$115.00 3322311

Signature:	/mdmpc-tul/
Date:	02/05/2009
<b>Total Attachments: 5</b> source=signed license agreement#page1.tif source=signed license agreement#page2.tif source=signed license agreement#page3.tif source=signed license agreement#page4.tif source=signed license agreement#page5.tif	

## TRADEMARK LICENSE AGREEMENT

This License Agreement (hereinafter "Agreement") is being made and entered into as of the last date subscribed below between **ROGER H. WALKER** (hereafter "Licensor"), an individual with a mailing address of 6430 S. 39<sup>th</sup> W. Ave., Tulsa, Oklahoma 74132 and **CTI SERVICES, LLC** (hereinafter "Licensee"), an Oklahoma Limited Liability Company with a mailing address of 6430 S. 39th W. Ave., Tulsa, OK 74132. Licensee and Licensor will collectively be referred to hereinafter as "the Parties".

The Parties hereby agree to the following terms and conditions.

### **1. Purpose - Grant of License.**

This Agreement sets forth the terms and conditions under which Licensor grants to Licensee a non-exclusive, royalty free license to use Licensor's trademarks which are listed on Attachment A which is made a part of this agreement (hereinafter "trademarks") in association with Licensee's services, goods, and business. Licensor reserves the right to use the trademarks or to license the trademarks to others, and such usage on the part of Licensor will not be a violation of this License Agreement.

Licensee acknowledges that Licensor owns several domestic and foreign trademark registrations for the trademarks, and Licensor represents that he is the sole owner of the trademarks and has the legal capacity to enter into this License Agreement.

### **2. Term of License.**

This Agreement and the license granted hereunder extend for a term of one year

from the execution of this License Agreement and will automatically renew for additional one year terms unless terminated by mutual agreement of the parties.

**3. Royalties.**

In consideration for the mutually beneficial relationship of the parties herein, and other good and valuable consideration, the sufficiency which is hereby acknowledged by both parties, the parties agree to enter into this license on a royalty free basis.

**4. Costs Relating to Obtaining, Maintaining, & Defending Trademarks.**

Licensor agrees to pay all costs relating to obtaining and maintaining trademark registrations on the trademarks, at Licensor's sole discretion.

Licensor, in Licensor's sole discretion, may pay for and prosecute any trademark infringement cases relating to the trademarks, provided however, that Licensor shall be entitled to retain any awards or enforce any judgments granted to Licensor in such trademark infringement cases.

**5. Transferability.**

Licensor may transfer this license, provided that the purchaser agrees to be bound by this License Agreement. Licensee may transfer this license only with the written approval of Licensor.

**6. Right to Inspect.**

Licensor has the right to inspect Licensee's usage of the trademarks to verify that Licensee is abiding by this agreement and that the goods and services Licensee provides under these trademarks remain of high quality.

**7. Governing Law.**

This Agreement and any related questions or disputes shall be construed and

enforced in accordance with laws of the State of Oklahoma.

**8. Arbitration.**

In the event that there shall be a dispute between the parties hereto concerning the meaning of this Agreement, or any part or parts of it, or concerning any alleged breach thereof, then such dispute shall be settled exclusively by binding arbitration to be held in Tulsa, Oklahoma at a location to be mutually agreed upon by the parties.

Arbitration will be conducted in accordance with the Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**9. Entire Agreement.**

This Agreement constitutes the entire agreement of the parties relating to licensing the trademarks and supersedes any and all prior agreements and understandings between Licensee and Licensor, whether such agreements and understandings were written or verbal.

**10. Duplicate Originals.**

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**11. Modification.**

Only a written instrument that is signed by both parties may modify this Agreement.

**IN WITNESS HEREOF**, each of the parties hereto have executed this instrument in duplicate or caused this instrument to be executed in duplicate by the party's duly

authorized representative. The effective date of this License Agreement is the last date appearing below.

ROGER H. WALKER (Licensor)



(Signature of Roger H. Walker signing in his individual capacity)

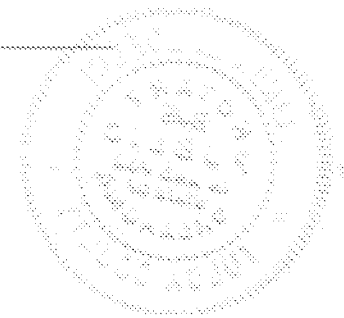
Date: 11-14-08

CTI SERVICES, LLC (Licensee)



(Signature of Roger H. Walker signing as Managing Member of Licensor)

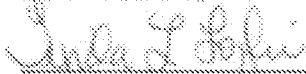
Date: 11-14-08



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STATE of Oklahoma  
COUNTY of Tulsa

On this 11 day of November, 2008, before me personally appeared ROGER H. WALKER, to me known to be the person described herein who executed the foregoing document, and who acknowledged to me that he/she executed the same for the reasons and purposes therein set forth.



Linda L. Loflin

Commission #: 02011843  
Expiration Date: 08/13/2010

Attachment A

<u>TRADEMARK &amp; CLASS</u>	<u>COUNTRY</u>	<u>SERIAL #</u>	<u>FILING DATE</u>	<u>REG. #</u>	<u>REG. DATE</u>
BLACK DIAMOND- 001&017	U.S.	77009563	9/28/2006	3322311	10/30/2007
BLACK DIAMOND- 001&017	Community	5911466	5/16/2007		
BLACK DIAMOND- 001&017	Russia	2007740508	12/21/2007		
BLACK DIAMOND- 001&017	Belarus	20075019	12/27/2007		
BLACK DIAMOND- 001	Mexico	917356	2/28/2008		
BLACK DIAMOND- 017	Mexico	917355	2/28/2008		
BLACK DIAMOND- 001&017	Canada	1377120	12/21/2007		
BLACK DIAMOND- 017	Turkey	2008/16490	3/21/2008		
DIAMOND WRAP- 001	U.S.	78360410	1/30/2004	2989146	8/30/2005
DIAMOND WRAP- 017	U.S.	77355357	12/19/2007	3495266	9/2/2008
DIAMOND WRAP- 001&017	Russia	2007740507	12/21/2007		
DIAMOND WRAP- 001&017	Belarus	20075056	12/28/2007		
DIAMOND WRAP- 001&017	Community	6536619	12/21/2007		
BLUE DIAMOND- 001&017	U.S.	77357719	12/21/2007	3476214	7/29/2008
DIAMOND WRAP - 001	Mexico	917358	2/28/2008	1037208	4/28/2008
DIAMOND WRAP- 017	Mexico	917357	2/28/2008		
DIAMOND WRAP- 001&017	Canada	1379621	1/17/2008		
DIAMOND WRAP- 017	Turkey	2008/16489	3/21/2008		