

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edwin T. MEYER		09/08/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Douglas C. CLEM		
Street Address:	5656 High Rock Way		
City:	Sparks		
State/Country:	NEVADA		
Postal Code:	89431		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77131067	EDDIE MEYER	
Serial Number:	77131197	EDDIE MEYER HOLLYWOOD	
Serial Number:	77140300	EDDIE MEYER ENGINEERING CO.	
Serial Number:	77328333	EDDIE MEYER	
CORRESPONDENCE DATA			
Fax Number:	(972)732-9218		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	972-447-4569		
Email:	dennis@griggslaw.com		
Correspondent Name:	Dennis T. Griggs		
Address Line 1:	17950 Preston Road		
Address Line 2:	Suite 1000		
Address Line 4:	Dallas, TEXAS 75252		
ATTORNEY DOCKET NUMBER:	M6245 MEYER/CLEM		
NAME OF SUBMITTER:	Dennis Griggs		

OP \$115.00 77131067

Signature:	/Dennis Griggs/
Date:	02/16/2009
Total Attachments: 5 source=Executed Assignment#page1.tif source=Executed Assignment#page2.tif source=Executed Assignment#page3.tif source=Executed Assignment#page4.tif source=Executed Assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT (hereinafter "Assignment") is made, executed and delivered by **Edwin T. Meyer** (hereinafter "**Meyer**"), an individual residing at 11352 Presilla Road, Santa Rosa Valley, California 93012, to and for the benefit of **Douglas C. Clem** (hereinafter "**Clem**"), an individual residing at 5656 High Rock Way, Sparks, Nevada 89431, on this 8th day of September, 2008.

RECITALS:

WHEREAS, **Meyer** is the owner of the trade name, trademark and service mark EDDIE MEYER, EDDIE MEYER HOLLYWOOD and design, EDDIE MEYER ENGINEERING CO, including abbreviations and derivatives thereof, and similar marks (collectively "the Marks"), and all goodwill of the business attendant thereto, and has been using the Marks association with the promotion, advertising and sale of certain goods and services in the United States, continuously since at least as early as 1976:

WHEREAS, **Meyer** is the owner of the following U.S. trademark applications now pending in the United States Trademark Office (hereinafter the "Trademark Applications"):

U.S. Trademark Application No. 77131067 filed 03/14/2007 for the mark EDDIE MEYER in International Class 007;

U.S. Trademark Application No. 77131197 filed 03/14/2007 for the mark EDDIE MEYER HOLLYWOOD and design in International Class 007;

U.S. Trademark Application No. 77140300 filed 03/26/2007 for the mark EDDIE MEYER ENGINEERING CO, in International Class 037; and

U.S. Trademark Application No. 77328333 filed 11/13/2007 for the mark EDDIE MEYER in International Class 041.

WHEREAS, **Clem** desires to acquire the entire right, title, business good will and interest of **Meyer** in and to the Marks and the Trademark Applications on the terms and conditions more particularly described in this Assignment; and

WHEREAS, **Meyer** represents and warrants that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Marks or the Trademark Applications has been or will be made or entered into that would conflict with this assignment and sale.

EDWIN T. MEYER

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NOW, THEREFORE, for and in consideration of ten dollars (\$ 10.00), and other good and valuable consideration paid to **Meyer** by **Clem**, including a certain "Consulting Agreement" and a certain "Agreement to Sell Business" and a certain "Bill of Sale of Business" executed by the parties contemporaneously herewith, the receipt and sufficiency of which are hereby expressly acknowledged and confirmed by **Meyer**, **Meyer** covenants and agrees as follows:

1. **Meyer** agrees to sell, quit-claim, grant, transfer, assign, transfer and convey, and by these presents does sell, quit-claim, grant, assign, transfer and convey to **Clem**, his successors and assigns forever, the entire right, title and interest, free and clear of all claims, liens and encumbrances whatsoever, in and to:

(a) the Marks, and any and all worldwide rights and subsidiary rights therein, together with that part of the goodwill of the business connected with the use of and symbolized by the Marks, as well as any and all common law rights in and to the Marks in any country in the world;

(b) the entire right, title, and interest in and to all Trademark Applications for and registrations of the Marks heretofore applied for, including:

U.S. Trademark Application No. 77131067 filed 03/14/2007 for the mark EDDIE MEYER in International Class 007;

U.S. Trademark Application No. 77131197 filed 03/14/2007 for the mark EDDIE MEYER HOLLYWOOD and design in International Class 007;

U.S. Trademark Application No. 77140300 filed 03/26/2007 for the mark EDDIE MEYER ENGINEERING CO, in International Class 037; and

U.S. Trademark Application No. 77328333 filed 11/13/2007 for the mark EDDIE MEYER in International Class 041;

together with the portion of the business to which the Trademark Applications and Marks pertain, and the goodwill symbolized thereby and appurtenant thereto;

(c) all rights, claims, demands and causes of action either in law or equity, for past, present, or future infringement, and all income, royalties, and payments, now or hereafter due or payable, in respect to the property and rights described in (a) and (b) above, including, but not limited to, the right to institute and prosecute any legal action or proceeding pertaining to the foregoing, including in particular Trademark Cancellation Proceeding No. 92048648 now pending before the

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U.S. Trademark Trial and Appeal Board, and to collect and receive judgments and the proceeds thereof, in the U.S. and worldwide in any and all countries and jurisdictions, as **Clem's** property and in **Clem's** name; and

(d) The right to secure registration of trademark, design, trade dress, and/or copyright in and to the Marks, or any part thereof, worldwide, in any and all countries and jurisdictions, and to any resulting registration in **Clem's** name as applicant or claimant, and the right to secure renewals, reissues, divisions, continuations and substitutions of such registrations or applications, including the right to file corresponding applications for trademark, service mark, design, trade dress, and/or copyright registration, in any and all other countries and jurisdictions, and to claim priority under any and all treaties and conventions for such corresponding applications, and for any division, continuation or substitution thereof;

the same to be held and enjoyed by **Clem**, his successors and assigns, as fully and entirely as the same would have been held and enjoyed by **Meyer**, had this Assignment not been made.

2. **Meyer** warrants and represents that **Meyer** owns the entire right, title and interest in the Marks and the Trademark Applications, and all the goodwill of the business attendant thereto, free and clear of all claims liens and encumbrances whatsoever.

3. **Meyer** agrees that, upon execution of this assignment agreement, the Agreement to Sell Business, and the Bill of Sale of Business, **Meyer** retains no ownership rights in the Marks or the Trademark Applications, or any of the goodwill of the business appurtenant thereto.

4. **Meyer** covenants and agrees that he will, at any time upon the request and at the sole expense of **Clem**, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of **Clem**, to enable and assist **Clem** to: (a) secure registration of trademark, service mark, design, trade dress, and/or copyright in and to the Marks, or any part thereof, in any country or jurisdiction; (b) establish, maintain and secure title in **Clem**, his successors and assigns, to the Marks and Trademark applications, or any part thereof, or any rights or interests assigned hereby, including making such title of lawful public record; (c) transfer ownership to **Clem** of all domain names incorporating any of the Marks, or any similar marks, that are currently registered in **Meyer's** name or for his benefit; (c) defend, establish or otherwise preserve the validity of any of the Marks, the validity of any Registration issuing from any of the Trademark Applications, and defend the same against all claims made by any adverse party, including *inter partes* opposers, cancellation petitioners, cancellation respondents or infringers; and (d) execute and deliver any and all papers and do any other lawful acts that may be

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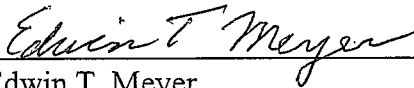
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necessary or desirable, in the opinion of **Clem**, to give full force and effect to the terms and provisions of this Assignment.

5. **Meyer** does hereby expressly agree that **Clem** may singly, and without assistance or consent from **Meyer**, undertake procedures to record the transfer of the Marks and the Trademark Applications to **Clem** with the U.S. Trademark Office and the corresponding Trademark Offices of all other countries of the world, or other applicable agency or governmental entity and to terminate any powers of attorney previously granted by Meyer with respect to the Marks and the Trademark Applications. **Meyer** hereby expressly covenants and agrees that he will promptly cooperate with and assist **Clem** in taking the actions set forth in this paragraph to the extent reasonably requested by **Clem**, and at **Clem**'s sole expense.

IN WITNESS WHEREOF, **Meyer** has executed this and delivered this Assignment to **Clem** on the date first written above.

Meyer


Edwin T. Meyer

EDWIN T. MEYER

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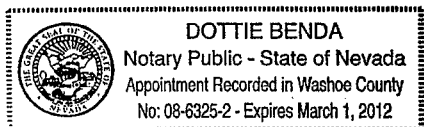
NOTARY CERTIFICATE

STATE OF NEVADA

COUNTY OF Washoe

On this 8th day of September, in the year 2008, before me appeared EDWIN T. MEYER personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the attached Assignment instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



SEAL

Notary Public

Dottie Benda
Signature of Notary

Dottie Benda
Printed or Typed Name of Notary

My commission expires: 3-1-12

EDWIN T. MEYER

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DOUGLAS C. CLEM