

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/

06-09-2009

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



103563249

To the Director of the U. S. Patent and

Documents or the new address(es) below.

1. Name of conveying party(ies):

Valley-Dynamo, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 8, 2009

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VD Acquisition LP

Internal

Address: _____

Street Address: 7216 Burns Street

City: Richland Hills

State: TX

Country: USA Zip: 76118

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Texas
- Corporation Citizenship _____
- 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)
75/051,495; 75/013,278; 75/013,277; 75/013,276; 75/013,275;
74/238,376; 73/599,488; 73/491,013; 73/491,012; 73/408,013;
73/011,251; 72/027,358

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):

Player, Cougar, Valley, Valley Logo, Cougar Logo, USTSA United States Table Soccer Association, Valley Logo, Dynamo, Dynamo Logo, T Tornado Logo, Tornado, Valley

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

Name: Paul B. Sander

Internal Address: _____

Street Address: 2801 Network Blvd., Suite 600

City: Erisco

State: TX Zip: 75034

Phone Number: 469-287-3948

Fax Number: 469-227-6573

Email Address: paul.sander@strasburger.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$315.00

Fee Paid

- Authorized to be charged to deposit account
- Enclosed

B. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Paul B. Sander
Signature

6/8/2009

Date

Paul B. Sander

Name of Person Signing

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

6

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 ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made this 8th day of May, 2009, by and between Valley-Dynamo, LLC, a Delaware limited liability company ("Assignor") and VD Acquisition, LP, a Texas limited partnership ("Assignee").

WHEREAS, Assignor is the owner of, has adopted, used and is using the trademarks listed in the trademark registrations shown in Schedule A attached hereto and made a part hereof (the "Marks"); and

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to the Marks as listed in Schedule A and the goodwill connected with and symbolized by the said Marks; and

WHEREAS, Assignor wishes to assign to Assignee the Marks and the goodwill connected with and symbolized by the said Marks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee the entire right, title and interest in and to the Marks, including all pending applications for the Marks, together with the goodwill connected with and symbolized by the said Marks throughout the world and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

06/08/2009 NJAMA1 00000001 2030130

01 FC:8521
02 FC:8522

40.00 OP
275.00 OP

TRADEMARK
REEL: 004000 FRAME: 0814

Assignor authorizes and requests the respective local Registrars of Trademarks or other appropriate legal trademark authorities to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee.

Assignor shall provide Assignee cooperation and assistance at Assignee's request and at Assignee's reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration of the Marks assigned herein; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including testifying as to any facts relating to this Assignment or to the trademark rights assigned herein; (3) in obtaining any additional trademark protection in or to the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

Assignor hereby constitutes and appoints Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the Marks hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of

the Marks, and to do all acts and things in relation to the Marks which Assignee or its successors or assigns reasonably deem desirable.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

VALLEY-DYNAMO, LLC

VD ACQUISITION, LP

**By: Kelye B. Stites, Inc.,
Its General Partner**

By: *Randall Altman*
Name: *Randall Altman*
Title: *Vice President*

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

VALLEY-DYNAMO, LLC

VD ACQUISITION, LP

**By: Kelye B. Stites, Inc.,
Its General Partner**

By: _____
Name: _____
Title: _____

By: 
Name: Kelye B Stites
Title: president

SCHEDULE A

U.S. Trademarks

Mark	Serial Number	Issue Date	Application Number
Player	2,030,130	1/14/1997	75/051,495
Cougar	2,258,346	7/6/1999	75/013,278
Valley	1,997,177	8/27/1996	75/013,277
Valley Logo	1,997,176	8/27/1996	75/013,276
Cougar Logo	1,997,175	8/27/1996	75/013,275
USTSA United States Table Soccer Association	1,819,277	2/1/1994	74/238,376
Valley Logo	1,420,261	9/16/1986	73/599,488
Dynamo	1,342,888	6/18/1985	73/491,013
Dynamo Logo	1,342,887	6/18/1985	73/491,012
T Tornado Logo	1,270,028	3/13/1984	73/408,013
Tornado	998,520	11/19/1974	73/011,251
Valley	655,767	12/17/1957	72/027,358

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WHEREAS, Assignor is the owner of, has adopted, used and is using the trademarks listed in the trademark registrations shown in Schedule A attached hereto and made a part hereof (the "Marks"); and

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to the Marks as listed in Schedule A and the goodwill connected with and symbolized by the said Marks; and

WHEREAS, Assignor wishes to assign to Assignee the Marks and the goodwill connected with and symbolized by the said Marks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee the entire right, title and interest in and to the Marks, including all pending applications for the Marks, together with the goodwill connected with and symbolized by the said Marks throughout the world and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the respective local Registrars of Trademarks or other appropriate legal trademark authorities to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee.

Assignor shall provide Assignee cooperation and assistance at Assignee's request and at Assignee's reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration of the Marks assigned herein; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including testifying as to any facts relating to this Assignment or to the trademark rights assigned herein; (3) in obtaining any additional trademark protection in or to the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

Assignor hereby constitutes and appoints Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the Marks hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of

the Marks, and to do all acts and things in relation to the Marks which Assignee or its successors or assigns reasonably deem desirable.

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VALLEY-DYNAMO, LLC

VD ACQUISITION, LP

By: *Russell Allen*
Name: *Russell Allen*
Title: *Vice President*

By: **Kelye B. Stites, Inc.,
Its General Partner**

By: _____
Name: _____
Title: _____

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VALLEY-DYNAMO, LLC

VD ACQUISITION, LP

**By: Kelye B. Stites, Inc.,
Its General Partner**

By: _____
Name: _____
Title: _____

By: 
Name: Kelye B Stites
Title: president

SCHEDULE A

U.S. Trademarks

Mark	Serial Number	Issue Date	Application Number
Player	2,030,130	1/14/1997	75/051,495
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