

5/22/09

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

05-26-2009

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



ET

103561534

To the Director of the U. S. Patent and Trademark Office, send the enclosed documents or the new address(es) below.

1. Name of conveying party(ies):

Justin L. McQuown

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 28, 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: PHU, LLC

Internal Address: _____

Address: _____

Street Address: 200 Compass Circle

City: North Kingstown

State: Rhode Island

Country: USA Zip: 02852

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

Other LLC Citizenship RI

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)

3,272,811

Additional sheet(s) attached? Yes No

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

Human skull and crossbone with words and graphics

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

Name: Lori J. Lousararian, Attorney for Assignee

Internal Address: _____

Street Address: Cameron & Mittleman, LLP

301 Promenade Street

City: Providence

State: Rhode Island Zip: 02908

Phone Number: (401) 331-5700

Fax Number: (401) 331-5787

Email Address: llousararian@cm-law.com

6. Total number of applications and registrations involved:

1

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

- Authorized to be charged to deposit account.
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

May 19, 2009
Date

Lori J. Lousararian, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

ASSIGNMENT OF TRADEMARK

WHEREAS, Justin L. McQuown, having a mailing address at 2253 DEVORE CT
VIRGINIA BEACH, VA 23451 (the "Assignor"), is owner of the following United States
Trademark:

PIPEHITTERS UNION, Registration Number 3,272,811 (the "Trademark"); and

WHEREAS, PHU, LLC, a Rhode Island limited liability company, for the benefit of itself,
its successors and assigns (the "Assignee"), wishes to acquire said entire right, title and
interest therein;

NOW WITNESSETH, that for and in consideration of the sum of One Dollar and other
valuable consideration paid onto the Assignor by the Assignee, the receipt of which in
full is hereby acknowledged, the Assignor has sold, assigned and transferred and by
these presents does sell, assign and transfer to the Assignee, its entire right, title and
interest in and to said Trademark together with the good will of the business symbolized
by said Trademark, the same to be held and enjoyed by the Assignee, to the full end of
the term of said Trademark, and any reissues, renewal or extension thereof, as are or
may be granted, as fully and entirely as the same would have been held and enjoyed by
the Assignor had this assignment not been made.

Assignor has provided to Assignee correct and complete copies of all registrations,
licenses, agreements and other written documentation related to, or evidencing
Assignor's ownership or right to use, the Trademark. Assignor further represents and
warrants to Assignee that he (i) possesses all right, title, and interest in and to, or a valid
and enforceable license to manufacture, use, and sell, as the case may be, the
Trademark, free and clear of any encumbrances; (ii) the legality, validity, enforceability,
ownership, or use of the Trademark by Assignor has not been, nor is currently being
challenged, interfered with, or to Assignor's knowledge being infringed upon, and to
Assignor's knowledge, it is not subject to any such challenge; (iii) Assignor has taken all
reasonably necessary actions to maintain and protect the Trademark so as not to
adversely affect the validity or enforcement of the rights relating to the Trademark; (iv)
to Assignor's knowledge, the Trademark has not, and Assignor has not, interfered with,
infringed upon, misappropriated or otherwise violated any intellectual property rights of
any third party; and (v) the Trademark will be owned or available for use by Assignee
from the date hereof on identical terms and conditions as are applicable to Assignor and
transfer of the Trademark from Assignor to Assignee will not give rise to an
encumbrance on Assignee's rights, title and interest in and to, or the valid and
enforceable license to use, as the case may be, the Trademark.

TRADEMARK**REEL: 004014 FRAME: 0067**

ASSIGNMENT OF TRADEMARK

WHEREAS, Justin L. McQuown, having a mailing address at 2233 DEVORGE CT
VIRGINIA BEACH, VA 23451 (the "Assignor"), is owner of the following United States
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these presents does sell, assign and transfer to the Assignee, its entire right, title and
interest in and to said Trademark together with the good will of the business symbolized
by said Trademark, the same to be held and enjoyed by the Assignee, to the full end of
the term of said Trademark, and any reissues, renewal or extension thereof, as are or
may be granted, as fully and entirely as the same would have been held and enjoyed by
the Assignor had this assignment not been made.

Assignor has provided to Assignee correct and complete copies of all registrations,
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and enforceable license to manufacture, use, and sell, as the case may be, the
Trademark, free and clear of any encumbrances; (ii) the legality, validity, enforceability,
ownership, or use of the Trademark by Assignor has not been, nor is currently being
challenged, interfered with, or to Assignor's knowledge being infringed upon, and to
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reasonably necessary actions to maintain and protect the Trademark so as not to
adversely affect the validity or enforcement of the rights relating to the Trademark; (iv)
to Assignor's knowledge, the Trademark has not, and Assignor has not, interfered with,
infringed upon, misappropriated or otherwise violated any intellectual property rights of
any third party; and (v) the Trademark will be owned or available for use by Assignee
from the date hereof on identical terms and conditions as are applicable to Assignor and
transfer of the Trademark from Assignor to Assignee will not give rise to an
encumbrance on Assignee's rights, title and interest in and to, or the valid and
enforceable license to use, as the case may be, the Trademark.

TRADEMARK**REEL: 004014 FRAME: 0069**

