



Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

05/28/2013

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

DP



RECORDED  
TR

103658745

Please record the attached documents or the new address(es) below.

RE 103658745

02/20/13

1. Name of conveying party(ies):

Integrity Delaware, LLC  
2000 St. James Place  
Houston, TX 77056

- Individual(s)
- Partnership
- Corporation - State: \_\_\_\_\_
- Other LLC

Citizenship (see guidelines) DE

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) February 6, 2012

- 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: Rust X Group, LLC

Street Address: 4021 Wood River Dr

City: Corpus Christi #103

State: Texas

Country: Mexico Zip: 78410

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship TX
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship TX

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) 75608328 Text  
US Serial Number

B. Trademark Registration No.(s)  
2466929

Additional sheet(s) attached?  Yes  No

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

Rust-X

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

Name: Elizabeth O'Brien, Sec

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

Street Address: 4021 Wood River Drive #103

City: Corpus Christi

State: Texas Zip: 78410

Phone Number: 361-443 1821

Docket Number: \_\_\_\_\_

Email Address: SalesRustX@aol.com

6. Total number of applications and registrations involved:

1

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

First National Bank  
of Bosque Co.  
P.O. Box 278 76689  
Valley Mills TX  
Deposit Account Number: \_\_\_\_\_  
Authorized User Name: Mrs. Bee O'Brien

9. Signature: Elizabeth O'Brien  
Signature

2/15/2013  
Date

Elizabeth O'Brien Secretary  
Name of Person Signing

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

faxed 40.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, dated February 6, 2012, is from INTEGRITY DELAWARE, LLC, a Delaware limited liability company with an address at 2000 St. James Place, Houston, TX 77056, hereinafter referred to as the "Assignor", to RUST X GROUP, LLC, a \_\_\_ limited liability company, whose address is #12 Timberwolf, Mayhill, NM 88339, hereinafter referred to as "Assignee."

### WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of One Thousand Dollars and No Cents (\$1,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, effective as of the date hereof, the Assignor does hereby grant, sell, assign and convey unto Assignee all of its right, title and interest in and to those assets identified with particularity in Exhibit "A" (the "Assets"), which is attached hereto and by this reference expressly made a part hereof.

The Assignor hereby represents and warrants to Assignee that the Assignor solely holds all right, title and interest in and to the Assets reflected in Exhibit "A", free and clear from any lien, encumbrance, commitment, guaranty, assignment or any obligation to any third party and hereby warrants to defend title to such Assets against the claims and demands of all persons lawfully claiming an interest therein and will defend the title against all claims that are brought to challenge same.

The Assignor and Assignee agree that Assignee shall be responsible for and timely pay all sales, transfer, use, excise and documentary taxes, if any, that are incurred upon or after the purchase and sale of the Assets.

Except as otherwise expressly set forth herein, the Assignor makes no warranties, express or implied, regarding the Assets, and pursuant to this Bill of Sale and Assignment, delivers the Assets to Assignee on an "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS BILL OF SALE AND ASSIGNMENT, THE ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES TO ASSIGNEE AND ALL THIRD PERSONS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED, EXPRESS OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, PERFORMANCE, CONDITION, CERTIFICATE, MAINTENANCE, OR SPECIFICATION. IT IS THE EXPRESS INTENTION OF BOTH ASSIGNOR AND ASSIGNEE THAT THE ASSETS ARE BEING SOLD TO ASSIGNEE IN THEIR PRESENT CONDITIONS AND STATE AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE ALL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

This Bill of Sale and Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas applicable to contracts made and performed entirely in that state by residents of that state.

the Bill of Sale and other documents to effect the Disposition, with the execution and delivery of the Bill of Sale and any such other documents by such person to be conclusive evidence of the approval of the Sole Manager thereof and all matters relating thereto;

#### FURTHER ACTION

**RESOLVED**, that the proper manager and officers of the Company be, and each of them hereby is, authorized to prepare, execute, deliver and perform such agreements, documents and other instruments, to pay or cause to be paid on behalf of the Company such related costs and expenses, to execute and deliver or cause to be executed and delivered such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, undertakings, supplements, amendments, further assurances or other instruments or communications under the seal of the Company or otherwise, and to take such other action, in the name and on behalf of the Company, as each of such managers or officers, in his discretion, shall deem necessary or advisable to effect the Disposition and to carry out the intent of the foregoing resolutions and the transactions contemplated thereby, the taking of such action and the preparation, execution, delivery and performance of any such agreements, documents and other instruments or the performance of any such act shall be conclusive evidence of the approval of this Sole Manager thereof and all matters relating thereto; and

**RESOLVED**, that any and all actions taken by or on behalf of the managers and officers of the Company prior to the adoption of these resolutions which are within the authority conferred hereby, or in furtherance of the transactions contemplated hereby, are hereby in all respects authorized, adopted, ratified, confirmed and approved.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Bill of Sale and Assignment as of the date first written above.

**ASSIGNORS:**

**INTEGRITY DELAWARE, LLC**

By: *Max J. [Signature]*  
Name: *MAX SUACKER*  
Title: *MANAGER*

**ASSIGNEE:**

**RUST X GROUP, LLC**

By: *William J. O'Brien*  
Name: *William J. O'Brien*  
Title: *Members*  
*2/21/2012*

**EXHIBIT "A"**

**The Assets**

The name RUST-X and U.S trademark registration no. 2466929 for the work mark "RUST-X"