

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAINCO INC		07/01/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	TRAINCO VIDEO PRODUCTIONS LLC		
Street Address:	26718 Oregon Rd.		
City:	Perrysburg		
State/Country:	OHIO		
Postal Code:	43551		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2688689	TRAINCO	
Registration Number:	3515642	TRAINCO	
Registration Number:	0000000	ADMIRAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4194509825		
Email:	mwisniewski@traincoinc.com		
Correspondent Name:	Marshall D Wisniewski Esq		
Address Line 1:	26718 oregon Rd		
Address Line 4:	Perrysburg, OHIO 43551		
NAME OF SUBMITTER:	marshall d wisniewski		
SIGNATURE:	"/marshall d wisniewski/"		
DATE SIGNED:	07/01/2014		
Total Attachments: 7			
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TRADEMARK

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TRAINCO INC TO TRAINCO VIDEO PRODUCTIONS LLC

LICENSE & PERMISSION TO USE TRADE/WORD MARKS

7/1/2014

LICENSE & PERMISSION TO USE TRAINCO INC's TRADEMARK (3515642) and WORDMARK(2688689); DECLARATION OF NO LIKELYHOOD OF CONFUSION WITH SAME, AND TRAINCO VIDEO PRODUCTIONS LLC TRADEMARK, AS DEPICTED IN ITS" APPLICATION NO. 85955463

TRAINCO INC & TRAINCO VIDEO PRODUCTIONS LLC, BOTH LOCATED AT 26718 OREGON RD. PERRYSBURG, OHIO 43551]

Re: APPLICATION OF TRAINCO VIDEO PRODUCTIONS LLC NO. 85955463

Dear TRAINCO VIDEO PRODUCTIONS LLC [KENNETH N HOWELL,PRES.]:

This letter constitutes a LICENSE & AUTHORIZATION, by/from, TRAINCO INC ("**Company**") to/for TRAINCO VIDEO PRODUCTIONS LLC ("**You**" or "**Your**") to use the trademark, and word mark set forth in Schedule A (the "**Marks**") subject to and in accordance with the following terms and conditions:

1. Commencing on 7/1/2014 Company hereby grants You the limited, non-transferable, revocable license, and permission to use the Mark[s] shown in Schedule A hereto solely:

(a) as described or depicted in Schedule A with modification as depicted in attached specimen ;

(b) for the purposes and in the manner described in Schedule A;

(c) for the period set forth in Schedule A or until this permission is earlier revoked by Company; and

(d) subject to all limitations and restrictions set forth in Schedule A.

2. Your right to use the Mark[s] is solely as set forth in Schedule A. No other use of the Mark[s] is permitted without the express written consent of Company.

3. You shall obtain Company's prior written approval of all materials using the Mark[s].

4. You shall not depict the Mark[s] in any manner or in any materials that would tend to denigrate, disparage, tarnish, present in a false light or otherwise reflect negatively on the Mark[s], the Company or any of the Company's/products or services.
5. Company may revoke this permission at any time by written notice to you.. Revocation will apply to all future use of the Mark but will not require you to delete the Mark from any tangible materials if such use is not in violation of this letter.
6. In consideration of the permission granted in this letter, you shall pay Company One Dollar(\$1.00)
7. You acknowledge that Company owns all right, title and interest in the Mark[s].
8. You shall include in every use of the Marks, the trademark notice[s] set forth in Schedule A.
9. You acknowledge that neither the Company nor any other person has made or makes any representation or warranty, whether express, implied, statutory or otherwise, all of which are expressly disclaimed.
10. You shall indemnify, defend and hold harmless Company and its affiliates[, and its and their respective officers, directors, employees, agents, affiliates, successors and assigns,] from and against any claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by You under this letter.
11. You shall not assign or otherwise transfer any of your rights, or delegate, subcontract or otherwise transfer any of your obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of **Section 11** is void. Company may freely assign or otherwise transfer all or any of its obligations or performance under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
12. This letter is also a Declaration/ Agreement that there is, and will be no likelihood of consumer confusion resulting from the simultaneous use, and registration of the Marks appearing at 2688689, 3515642, and Your Application No. 8955463, because Company offers truck driver training classes, to the public, and You offer video production services to institutional clients. There are also significant differences in advertising target populations, purchasing terms, and conditions.
13. This letter constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. This letter may not be modified except in a written instrument signed by both parties.

If the foregoing reflects your understanding, please sign this Agreement in the space provided below .

Very truly yours,

TRAINCO INC

By: 

Name: KENNETH N HOWELL

Title: PRESIDENT

Agreed to and accepted:

TRAINCO VIDEO PRODUCTIONS
LLC

By: 

Name: KENNETH N HOWELL

Title :MANAGER

TRADEMARK

REEL: 005313 FRAME: 0432

SCHEDULE A

TRADEMARK[S] AND PERMITTED USE

Trademarks 2688689 and 3515642(SEE ATTACHED SPECIMENS)

Permitted Use See Attached specimen of Permitted Modifications for use by you in your USPTO Application no. 85955463. Same may be used in printed, and digital advertising of all types, modes and, in all medium, throughout the world, including radio, broadcast , cable, and satellite TV, Internet, fiber optic and product sales

Duration of Use REVOCABLE AT WILL

Restrictions on Use Prior approval of all uses; See also Par 4 of Agreement

Required Trademark Notice Per TRADEMARK ACT and Par 8 of the Agreement



United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Tue Jul 1 03:21:00 EDT 2014

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2688689

Typed Drawing

Word Mark TRAINCO
Goods and Services IC 041. US 100 101 107. G & S: VEHICLE DRIVING INSTRUCTION. FIRST USE: 19961112. FIRST USE IN COMMERCE: 19961112
Mark Drawing Code (1) TYPED DRAWING
Serial Number 76437806
Filing Date August 5, 2002
Current Basis 1A
Original Filing Basis 1A
Published for Opposition November 26, 2002
Registration Number 2688689
Registration Date February 18, 2003
Owner (REGISTRANT) Trainco, Inc. CORPORATION OHIO 26718 Oregon Road Perrysburg OHIO 43551
Attorney of Record marshall d wisniewski
Type of Mark SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20120329.
Renewal 1ST RENEWAL 20120329
Live/Dead Indicator LIVE

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TRADEMARK

3515642

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

Reg. No. 3,515,642

United States Patent and Trademark Office

Registered Oct. 14, 2008

**SERVICE MARK
PRINCIPAL REGISTER**



TRAINCO INC. (OHIO CORPORATION)
26718 OREGON RD.
PERRYSBURG, OH 43551

FOR: EDUCATIONAL SERVICES IN THE NATURE OF COMMERCIAL TRUCK DRIVING SCHOOLS, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 1-1-2004; IN COMMERCE 1-1-2004.

OWNER OF U.S. REG. NO. 2,688,689.

THE COLOR(S) EMERALD GREEN AND WHITE AND BLACK IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE MARK CONSISTS OF SUN WITH RAYS, GREEN IN COLOR, HORIZONTAL RECTANGLE, SOLID BLACK IN COLOR, VERTICAL RECTANGLE, BLACK, WITH WHITE DASH LINE AT MID-POINT, REAR VIEW OF HEAVY TRUCK AT INTERSECTION OF RECTANGLES, SOLID WHITE IN COLOR, WORD "TRAINCO", GREEN IN COLOR PLACED HORIZONTALLY AT BASE OF VERTICAL RECTANGLE.

SER. NO. 77-416,864, FILED 3-8-2008.

BENJAMIN ALLEN, EXAMINING ATTORNEY

**TRADEMARK
REEL: 005313 FRAME: 0435**

PERMITTED MODIFICATIONS
TO 3515642 + 2688689
FOR USE BY TRAINCO VIDEO
PRODUCTIONS LLC IN ITS
APPLICATION NO. 85955463

