

Form PTO-1594 (Rev. 12-11)
OMB Collection 0661-0027 (exp. 04/30)

03/04/2015

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



103671404

To the Director of the U. S. Patent

agents or the new address(es) below.

1. Name of conveying party(ies):
Integrity Delaware, LLC
3000 James Place
HOUSTON, TX 77056

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

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Rust-X Group LLC
Street Address: 14817 Santa Gertrudis
City: Corpus Christi,
State: Texas
Country: Mexico Zip: 78410

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 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)

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 2/6/2012

Assignment Merger
 Security Agreement Change of Name
 Other Corrective Assignment to Correct Address Real Estate 5035-0430

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text B. Trademark Registration No.(s)
Serial # 75608328 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
Internal Address: _____
Street Address: 14817 Santa Gertrudis
City: Corpus Christi,
State: TX Zip: 78410
Phone Number: 361-443-1821
Docket Number: _____
Email Address: Salesrustx@aol.com

6. Total number of applications and registrations involved: 1

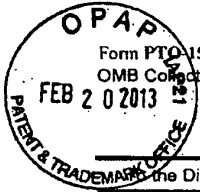
7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ _____
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number 03/05/2015 DTIBERL 00000001 2466929
Authorized User Name 01 EC:8521 40.00 DP

9. Signature: Elizabeth O'Brien 2/25/2014
Signature Date
Elizabeth O'Brien
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

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



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



RECOR
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) Association
 Partnership Limited Partnership
 Corporation - State: _____
 Other LLC

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

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)

3. Nature of conveyance/Execution Date(s):
Execution Date(s) February 6, 2012

Assignment Merger
 Security Agreement Change of Name
 Other _____

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: SALES.RUSTX@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
J. Bosque Co.
P.O. Box 278 76689
VA Hwy 113 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

Paid 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 Ductor*
Name: MAX DUCTOR
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"