



12-01-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

12-07-1999



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12-1-99 RE

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001996 FRAME: 0338

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,859,012"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No



Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

DAVID R. HAARZ

Name of Person Signing

David R. Haarz

Signature

DEC. 1, 1999

Date Signed

ARD 9/3/99

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration No. 1,859,012)
Mark: AUTOSTOCK)

APPOINTMENT OF DOMESTIC REPRESENTATIVE

TCG International, Inc., 4710 Kingsway, 28th Floor, Burnaby, British Columbia V5H 4M2 Canada as the owner of United States Registration No. 1,859,012 hereby appoints Dickinson Wright PLLC, at 1901 L Street, NW, Suite 800, Washington, DC 20036, telephone (202) 457-0160 as its domestic representative upon whom notices or process in proceedings affecting the mark may be served.

TCG International, Inc.

Dated: May 31, 1999

By: Ron Sowerby
Name: Ron Sowerby
Title: Secretary



09-03-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

08-27-1999
U.S. Patent & TMO for TM Mail Rpt Ct. #10



MARK FEE PROCESS.
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
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Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Autostock, Inc. Execution Date
Month Day Year
11 17 98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Canada

Receiving Party

Mark if additional names of receiving parties attached

Name TCG International Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4710 Kingsway

Address (line 2) 28th Floor

Address (line 3) Burnaby British Columbia Canada V5H 4M2
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Canada

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/02/1999 MTHA11 00000176 1859012
01 FC:481 40.00 (P)

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 001996 FRAME: 0341

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,859,012"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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\$

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Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

David R. Haarz

Name of Person Signing

David R. Haarz

Signature

August 27, 1999

Date Signed

ASSIGNMENT OF TRADEMARKS

The undersigned, AUTOSTOCK INC. ("AUTOSTOCK"), the full post office address for whose principal office or place of business is 8288 Pie IX Boulevard, Montreal, Quebec, H1Z 3T6, in consideration of the sum of ONE DOLLAR (\$1.00), licence of the below described trade mark to AUTOSTOCK by TCG INTERNATIONAL INC. ("TCG"), the development of the below described trade mark in North America by TCG, the licence of certain black and red "speed bars" by TCG to AUTOSTOCK, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby sell, assign and transfer to TCG, whose full post office address is 4710 Kingsway, 28th Floor, Burnaby, British Columbia, V5H 4M2, its successors and assigns forever, all its right, title and interest in, to and under the trade mark AUTOSTOCK®, and the goodwill therein, and including United States Trade Mark File Registration number 1,859,012, Serial number 74-442-825 (the "Trade Mark").

Good and valuable consideration has been given by TCG and received by AUTOSTOCK. It is agreed between AUTOSTOCK and TCG that this Assignment is made by AUTOSTOCK on an "AS IS" basis without representation of warranty of any kind, express or implied, including any representation or warranty as to the validity of the sale under the *Lanham Act* or otherwise

AUTOSTOCK shall do all things, and sign all documents, required from time to time to enable TCG to be inscribed in the Register of Trade Marks as the owner of the Trade Mark.

The parties hereby declare that it is their intention that the sale, assignment and transfer of the Trade Mark take place at the fair market value thereof as of the date of this Assignment. The parties agree that the consideration shall be adjusted retroactively, *nunc pro tunc*, to the date of this Assignment in accordance with any adjustments required to be made to the fair market value of the Trade Mark on the assumption that those adjustments were known to the parties at the time of signing this Assignment

If any federal or provincial taxing authority (a "Taxing Authority") assesses or reassesses AUTOSTOCK or TCG for any income tax on the basis of a determination or assumption that the net aggregate fair market value of the Trade Mark as of the date of this Assignment is other than the amount of the consideration and:

- a) that determination or assumption is acceptable to AUTOSTOCK and TCG; or
- b) that determination or assumption is disputed and a final settlement is reached with the applicable Taxing Authority or a court of competent jurisdiction makes a final determination that the net aggregate fair market value of the Trade Mark as of the date of this Assignment is other than the amount of the consideration,

(the "Final Determination")

- 2 -

then TCG shall forthwith pay to AUTOSTOCK the difference between the Final Determination and the consideration paid and the consideration for the Trade Mark sold, assigned and transferred shall be adjusted as set out above.

This Assignment shall be construed in accordance with, and governed by, the internal laws of the State of Washington.

This Assignment shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

It is the express wish of the parties hereto that this Assignment and any related documents be drawn up in the English language. C'est la volonré expresse des parties aux présentes que ce contrat et les documents y afférents soient rédigés en langue anglaise.

This Assignment may be executed in two or more counterparts, and any such counterparts bearing the signatures of the parties thereto shall, when taken together, constitute an original and one and the same instrument

This Assignment may be executed by the parties by facsimile, and such execution shall be as valid as if executed in person.

SIGNED this 17th day of October, 1997.

AUTOSTOCK INC.

Per: 

Vice-President and Secretary

TCG INTERNATIONAL INC.

Per: 