

07-26-2000



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MRO  
7/24/00

**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  Effective Date  
Month Day Year
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other
- 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.)

Citizenship/State of Incorporation/Organization

07/26/2000 DCOATES 00000130 1415605

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:484 120.00 OP

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, DC 20231

REEL: 002081 FRAME: 0422

**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="1415605"/>	<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.

George M. Borababy

*George M. Borababy*

4/14/2003

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is effective as of December 31, 1999 between Dover Industries, Inc., a Delaware corporation, doing business at <sup>675 Tollgate Road, Suite N</sup> ~~Elgin, IL 60123~~ (hereinafter "Assignor") and Davenport Industries, L.L.C., a Texas limited liability company, doing business at 5003 North Freeway, Suite E, Fort Worth, Texas 76106 (hereinafter "Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks and/or registration set forth on Schedule A, attached hereto (the "Trademarks"), which are registered in the United States Patent and Trademark Office with registration numbers as indicated;

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated to be effective as of December 31, 1999, among Assignor, Assignee and others, Assignee desires to acquire from Assignor, and Assignor desires to sell, assign and transfer to Assignee, the entire right, title and interest in and to the Trademarks;

NOW, THEREFORE, for and in consideration of the terms and conditions of the Purchase Agreement and other good and valuable consideration, the receipt of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee all right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action in law or in equity for past, present or future infringement of said Trademarks.
2. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that (a) Assignor owns all of the Trademarks free and clear of any liens, claims, encumbrances, licenses or other restrictions, and (b) this Assignment constitutes the legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.
3. Entire Agreement; Conflict with Purchase Agreement. This Assignment and the applicable provisions of the Purchase Agreement constitute the entire agreement of the parties with respect to the subject matter hereof; provided, however, this Assignment shall not be deemed to supersede or modify any of the provisions of the Purchase Agreement. In the event of any conflict between this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.
4. Notices. All notices, requests, consents, directions, and other instruments and communications required or permitted to be given under this Assignment shall be in writing and shall be deemed to have been duly given if delivered in accordance with the notice provisions in the Purchase Agreement.

5. Costs, Expenses and Legal Fees. Assignor agrees to pay the costs and expenses, including reasonable attorneys' fees, incurred by Assignee in successfully (a) enforcing any of the terms of this Assignment or (b) proving that Assignor breached any of the terms of this Assignment.

6. Severability. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Assignment; and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

7. Further Assurances. Assignor, further agrees to execute any and all Powers of Attorney, applications, assignments, declarations, affidavits and any other papers in connection therewith, and to take such additional actions as Assignee may reasonably deem to be practical and necessary or advisable in order to perfect in Assignee, its successors, assigns and legal representatives all right, title and interest in and to the Trademarks.

8. Miscellaneous. This Assignment may be amended only by an instrument in writing executed by the person against whom enforcement of the amendment is sought. Assignor may not assign any of its rights hereunder or delegate any of its duties hereunder. **This Assignment and the rights and obligations of the parties hereto shall be governed by, construed, and enforced in accordance with the internal laws (and not the conflicts laws) of Texas. This Assignment is performable in Dallas County, Texas.** The captions in this Assignment are for convenience of reference only and are not to be considered in interpreting this Assignment. This Assignment shall be binding on the parties hereto and their heirs, estates, personal representatives, successors, and assigns. This Assignment shall not be construed against the party responsible for, or primarily responsible for, preparing this Assignment. Time is of the essence with respect to all of Assignor's obligations in this Assignment. Faxed copies of the execution copy of this Assignment will be fully enforceable without requiring a manually executed original of this Assignment.

[Signatures begin on the next page]