

06-12-2001



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JUN - 5 2001

### 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
- Effective Date  
Month Day Year  
 05 04 01

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
 05 04 01

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.)

FOR OFFICE USE ONLY

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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: 002311 FRAME: 0692

**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 520-325-7500

Name

Peter D. Eisner

Address (line 1)

Mendelsohn, Oseran & Eisner, P.C.

Address (line 2)

2730 East Broadway

Address (line 3)

Suite 100

Address (line 4)

Tucson, Arizona 85716

**Pages**

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

# 4

**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)

<u>74 241495</u>		


**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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:

# 501095

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.

Mark B. Callahan, President  
Dents 113, Inc.

Mark B. Callahan Pres  
Signature

5/23/01  
Date Signed

Name of Person Signing

## ASSIGNMENT OF TRADEMARK

This Agreement and Assignment is between Dent-Busters, Inc., an Arizona corporation, located at 5211 East Thomas Road, Phoenix, Arizona 857018 ("Assignor"), and Dents 113, Inc., an Arizona corporation located at 2502 East Fort Lowell Road, Tucson, Arizona 85716 ("Assignee") AND Terry Kubik ("Kubik").

WHEREAS, Assignor has adopted, used and is using the mark identified on Exhibit A attached hereto and incorporated herein (the "Mark");

WHEREAS, Assignor has adopted, used and is using the trade name "Dent-Busters" and "Dentbusters" (the "Names");

WHEREAS the Mark is subject to an application for registration of service mark with the United States Patent and Trademark Office serial number 74/241,495;

WHEREAS Kubik was the original applicant for registration of the Mark previously, but has assigned all rights in the Application to Assignor; and

WHEREAS Assignee is desirous of acquiring said Mark and Names and all other marks and trade names associated with Assignor's business and all rights related thereto including all rights encompassed by the application serial number 74/241,495 and the right of registration thereof (the "Application");

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor and Kubik assign to Assignee all right, title and interest in and to the Mark and Names, the Application and all rights of registration therefore and all other names and marks associated with Assignor's business, together with the good will of the business symbolized by and associated with the Mark and Names, and the Application and any other Marks and Names assigned.
2. Furthermore, Assignor and Kubik assign to Assignee all of their right, title, and interest to all damages and profits for past infringement of said Mark and Names.
3. Assignor and Kubik agree to fully cooperate with Assignee and its representatives in executing any additional documents that may be required for effecting and recording the assignment made herein and/or for obtaining trademark registration or any other reasonable protection. Assignor and Kubik hereby irrevocably appoint Assignee as their true and lawful attorney-in-fact to execute, acknowledge and deliver any document to vest in Assignee all right, title and interest in and to the Mark and Names, and/or any other proprietary rights therein and any other

documents which Assignee deems reasonably necessary to carry out the intent of this Agreement and Assignment.

4. Further, Assignor and Kubik assign all of their right, title and interest in and to that certain co-existence agreement dated April of 1997 by and between Dentbusters, Inc., an Illinois corporation, located at 770 Factory Road, Addison, Illinois 60101 and Dent-Busters, Inc., an Arizona corporation with an address of 5211 East Thomas Road, Phoenix, Arizona 85018 (the "Co-existence Agreement") and all rights conferred upon Assignor by that certain decision of the United States Trademark Trial and Appeal Board in Concurrent Use Case Number 1,187 between Dent-Busters, Inc., an Arizona corporation, and Dentbusters, Inc., an Illinois corporation, dated February 6, 2001.
  
5. Assignor and Kubik represent and warrant that except for any rights of Dentbusters, Inc., an Illinois corporation, Assignor and Kubik have full and sufficient right to assign and grant the rights granted to Assignee herein, that the Names and Marks covered by this Assignment do not infringe any trademark, trade name or other intellectual property rights, subject to the Co-existence Agreement, nor has any claim of such infringement been threatened or asserted, no such claim is presently pending against Assignor or Kubik. Assignor and Kubik further represent and warrant that the first use in interstate commerce of the Mark that is subject to the Application was July of 1991 and it has been used continuously by Kubik and/or Assignee since that time for "paintless dent removal of minor motor vehicle body dents and hail damage." Assignor and Kubik further agree to indemnify and hold Assignee harmless from and against any and all liabilities, losses, damages and reasonable costs and expenses (including, but not limited to, attorneys' fees) associated with any claim of infringement with respect to the assigned Marks and Names.

The undersigned represent that they are duly authorized to execute this assignment on behalf of the parties and to bind the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Agreement and Assignment on the dates set forth below:

Assignor:  
DENT-BUSTERS, INC.

Assignee:  
DENTS 113, INC.

By: Terry Kubik  
Name: TERRY KUBIK  
Title: Pres  
Date: 5/4/01

By: Mark B Callahan  
Name: MARK B CALLAHAN  
Title: Pres  
Date: 5/4/01

Agreed to by:

Terry Kubik  
Terry Kubik  
Date: 5/4/01

Exhibit A

**DENT-BUSTERS**

