

05-06-1998

Form P1



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FORM COVER SHEET
TS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

APR 24 1998

To the _____ of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

Nationmark, Inc.

Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: March 30, 1998

2. Name and address of receiving party(ies):

Name: Nationmark Merchandising & Distribution Company

Internal Address:

7107 E. Slauson Avenue
Commerce, CA 90040

Street Address:

7107 E. Slauson Avenue
Commerce, CA 90040Additional name(s) and address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
625,188 and 625,181B. Patent No.(s)
D314,034; D314,019; 5,482,277; D314,035;
4,786,535Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Craig J. Cox
LOCKE PURNELL RAIN HARRELL, P.C.
2200 Ross Avenue
Suite 2200
Dallas, Texas 75201-6776

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41) . . . \$ 40.00

- ☒ Enclosed
- ☒ Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

8. Deposit Account Number: 12-1781

(Attach duplicate copy of this page if paying by deposit account)

05/05/1998 SSMITH
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9. 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.

Craig J. Cox

Name of Person Signing

Signature

April 21, 1998

Date

Total number of pages including cover sheet, attachments and document: 4

PATENT

REEL: 9138 FRAME: 0185

ASSIGNMENT

This Assignment is effective March 31, 1998, on the date of Assignor's signature given hereunder, by and between Nationmark, Inc., a Texas corporation, having a principal office address of 1270 Champion Circle, Carrollton, Texas 75006 (hereinafter "Assignor") and Nationmark Merchandising & Distribution Company, a Delaware corporation, having a principal office address of 7107 E. Slauson Avenue, City of Commerce, California 90040 (hereinafter "Assignee").

WHEREAS, the Undersigned Assignor has made certain inventions as disclosed and claimed in the patents set forth in Exhibit 'A'; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said inventions, and in and to said Letters Patent that issued thereon together with the right to sue and recover for past infringement;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Undersigned Assignor:

Does hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in said patents described in the attached Exhibit 'A' and in any and all inventions which are disclosed therein together with the right to sue and recover for all damages by reason of past infringement of said Letters Patents and in and to all divisional, continuing, substitute, renewal, and reissue applications of said Letters Patents which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions; and in and to all utility models, industrial models, certificates of invention, and designs on said inventions;

Assignor agrees that Assignee may apply for and receive Letters Patent for said inventions in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said inventions; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to Assignor relating to said inventions and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Assignor agrees that he will upon request of Assignee, render prompt assistance and cooperation in the prosecution of legal proceedings involving said inventions, said applications and patents granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court proceedings, and testify in such proceedings if requested, provided, however, that the expense which may be incurred by the Undersigned in lending such assistance and cooperation be paid by Assignee; and

Assignor Covenants with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Undersigned, except as set forth below, and that full right to convey the same as herein expressed is possessed by the Undersigned.

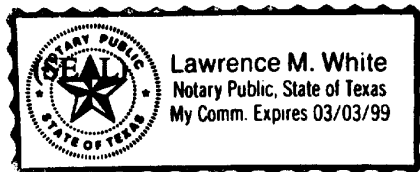
This assignment shall be binding upon Assignor's executors, administrators, and/or assigns and shall inure to the benefit of the executors, administrators, successors and/or assigns, as the case may be, of Assignee.

Signed this 31st day of March, 1998.

Assignor: Allan D. Rosen

Allan D. Rosen

SUBSCRIBED AND SWORN to before me, the undersigned authority, by Allan D. Rosen, President of Nationmark, Inc. on the 30 day of March, 1998.



Lawrence M. White
Notary Public
Dallas County, Texas

Accepted by NATIONMARK MERCHANDISING & DISTRIBUTION COMPANY

By: *Richard Craig*
Richard Craig, President

Date: March 31, 1998

Exhibit 'A'

Swim Goggles, Serial No. 625,188, application filed October 14, 1986,
no patent issued

Inflatable Beach Toys, Serial No. 625,181, application filed October 14, 1986,
no patent issued

Rainbow Spray Pool, U.S. Design Patent No. D314,034,
issued January 22, 1991

Elephant Spray Bop Bag, U.S. Design Patent No. D314,019,
issued January 22, 1991

Method of Operating a Talking Crystal Ball,
U.S. Patent No. 5,482,277, issued January 9, 1996

Combined Spray and Play Pool, U.S. Design Patent No. D314,035,
issued January 22, 1991

Pompon, U.S. Patent No. 4,786,535, issued November 22, 1988