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Filing date: **10/29/2013**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91210234
Party	Plaintiff Carole A. Faulkner and Chris Faulkner
Correspondence Address	CAROLE FAULKNER DAVID GOODMAN & MADOLE PC 5420 LBJ FREEWAY, SUITE 1200 DALLAS, TX 75240 UNITED STATES faulkner4010@yahoo.com, mgoodman@dgmlegal.com, ngray@dgmlegal.com
Submission	Motion to Compel Discovery
Filer's Name	Andy Nikolopoulos
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Signature	/Andy Nikolopoulos/
Date	10/29/2013
Attachments	2013_10_29 Motion to Compel the Oral Deposition of Gary Domel.pdf(853573 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

CAROLE FAULKNER, INDIVIDUALLY	§	
AND D/B/A C I HOST, AND	§	In the Matter of Application
CHRISTOPHER FAULKNER,	§	Serial No. 85703135
INDIVIDUALLY AND D/B/A C I HOST;	§	
	§	Mark: C I Host
Opposers,	§	
v.	§	Opposition No. 91210234
	§	
GARY DOMEL,	§	
	§	Published: February 12, 2013
Applicant.	§	

**MOTION TO COMPEL THE
ORAL DEPOSITION OF GARY DOMEL**

Carole A. Faulkner, individually and d/b/a C I Host and Christopher Faulkner, individually and d/b/a C I Host (“Opposers”) file this Motion to Compel the Oral Deposition of Applicant Gary Domel, (“Domel” or “Applicant”) and in support thereof, would respectfully show this Board the following:

I.

REQUESTED RELIEF

Opposers desire to take the deposition of the Applicant. However, a dispute exists as to the proper location of the deposition. Opposers maintain that Dallas, Texas is the appropriate venue for the deposition. However, the Applicant will only agree to appear for a deposition in Austin, Texas. Opposers submit this issue to the panel for determination and seek a ruling that the Applicant’s deposition should be taken in Dallas, Texas.

II.

BACKGROUND

1. Domel, individually, filed a trademark application, assigned Serial No. 85703135 in the United States Patent and Trademark Office (“USPTO”) on August 14, 2012 (the “Application”) to register the mark C I HOST (the “Mark”), standard character format, under Class IC 042 for use in connection with “designing and implementing websites for others on a global computer information network; hosting the web sites of others on a computer server for a global computer network; graphic art design computer software design for others; and computer consultation”. *See* Application, attached as Exhibit “A”.

2. The Application for the Mark was published for opposition in the Official Gazette on February 12, 2013. On March 11, 2013, the Opposers timely filed a request for a 30-day extension of time to oppose the Application, which was granted until April 13, 2013. On April 12, 2013, Opposers filed their Notice of Opposition to Registration of Trademark (“Opposition”). *See* Opposition, attached as Exhibit “B”.

3. On July 30, 2013 Opposers served their Amended Notice of Intention to Take the Oral Deposition of Gary Domel, which is attached as Exhibit “C”. The deposition was to be taken at the Dallas office of the Applicant’s law firm. On August 5, 2013, Applicant’s counsel sent a letter to Opposer’s counsel stating that the Applicant would not be presented for a deposition in Dallas and that the only venue they would agree to is Austin. *See* August 5th letter, attached as Exhibit “D”. *See also* August 5th, October 7th and October 9th emails between counsel, attached as Exhibit “E”. Counsel for Applicant further stated that if Opposers were not agreeable to a deposition in Austin then the issue would need to be submitted to this Board. *See id.* The parties therefore submit this issue to the Board for determination.

III. **ARGUMENT**

4. The deposition of a natural person shall be taken in the federal judicial district where the person resides or is regularly employed or at any other place that the parties agree to have the deposition taken. Trademark Rule 2.120(b). Applicant unequivocally states in his Application that his address is 1851 Central Drive, Suite 110, Bedford, Texas 75001. *See* Exhibit "A". This address is located in the same federal judicial district that Opposers seek to depose the Applicant. Therefore, the deposition was properly noticed in Dallas, Texas.

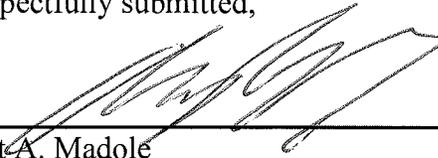
5. Applicant is now stating that he does not reside or work in Bedford, Texas. Opposers have asserted that Applicant has made various fraudulent statements in connection with his Application. If the Applicant has never resided or worked at the address stated in his Application, then this in fact supports the Opposers' claims that false statements were made. In their Opposition, Opposers assert that Applicant has never maintained an office, business, or operated using the name C I Host at any address including the 1851 Central Drive address that Applicant lists in his Application. *See* Exhibit "B", at Paragraph 17. In fact, Applicant admits same in his Answer to the Opposition. *See* Paragraph 17 of the Answer to Opposition, attached as Exhibit "F". The Applicant should not be allowed to benefit from any false statements in the determination of venue for his deposition. Therefore, the deposition should take place in Dallas, Texas since it is the same federal judicial district as the address stated in the Application.

IV. **CONCLUSION**

WHEREFORE, Opposers respectfully pray that this Board grant their Motion to Compel and to Order that the Applicant appear for his deposition at a mutually agreeable date and time within the next thirty (30) days, said deposition to take place in Dallas, Texas. Opposers pray for

any other and further relief that this Board deems proper and to which the Opposers may be justly entitled.

Respectfully submitted,



Bret A. Madole
State Bar No. 12800900
Mark A. Goodman
State Bar No. 08156920
Daniel J. Madden
State Bar No. 24002513
Andy Nikolopoulos
State Bar No. 24044852
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972-991-0889
972-404-0516 FAX

Attorneys for Opposers

CERTIFICATE OF CONFERENCE

I hereby certify that the parties conferred in an attempt to resolve the issues raised by this motion but they were unable to reach an agreement.



Andy Nikolopoulos

PROOF OF SERVICE

This is to certify that on the 29th day of October, 2013, a true and correct copy of the above and foregoing document was served upon the attorneys of record for Gary Domel via certified mail to Robert A. Voigt, Jr. and James G. Ruiz, Winstead PC, 401 Congress Avenue, Suite 2100, Austin, Texas 787011.



Andy Nikolopoulos

PTO Form 1478 (Rev 9/2006)

OMB No. 0651-0009 (Exp 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 85703135

Filing Date: 08/14/2012

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	85703135
MARK INFORMATION	
*MARK	C I HOST
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	C I HOST
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Gary Domel
*STREET	1851 Central Drive, Suite 110
*CITY	Bedford



SPECIMEN DESCRIPTION	Advertising of services
ATTORNEY INFORMATION	
NAME	Robert Voigt
ATTORNEY DOCKET NUMBER	21131 K001US
FIRM NAME	Winstead PC
STREET	P.O. Box 131851
CITY	Dallas
STATE	Texas
COUNTRY	United States
ZIP/POSTAL CODE	76021
OTHER APPOINTED ATTORNEY	Michael P. Adams, Cathryn Berryman and all other attorneys of Winstead PC
CORRESPONDENCE INFORMATION	
NAME	Robert Voigt
FIRM NAME	Winstead PC
STREET	P.O. Box 131851
CITY	Dallas
STATE	Texas
COUNTRY	United States
ZIP/POSTAL CODE	76021
FEE INFORMATION	
NUMBER OF CLASSES	1
FEE PER CLASS	

	325
*TOTAL FEE DUE	325
*TOTAL FEE PAID	325
SIGNATURE INFORMATION	
ORIGINAL PDF FILE	<u>hw 9765237198-144541236 . 21131 CI_HOST_signed_app.pdf</u>
CONVERTED PDF FILE(S) (2 pages)	<u>\\TICRS\EXPORT16\IMAGEOUT16\857\031\85703135\xml1\APP0004.JPG</u>
	<u>\\TICRS\EXPORT16\IMAGEOUT16\857\031\85703135\xml1\APP0005.JPG</u>
SIGNATORY'S NAME	Gary Domel
SIGNATORY'S POSITION	Owner

PTO Form 1478 (Rev 9/2006)

OMB No. 0651-0009 (Exp 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 85703135

Filing Date: 08/14/2012

To the Commissioner for Trademarks:

MARK: C I HOST (Standard Characters, see mark)

The literal element of the mark consists of C I HOST.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Gary Domel, a citizen of United States, having an address of
1851 Central Drive, Suite 110
Bedford, Texas 75001
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 042: Designing and implementing web sites for others on a global computer information network; hosting the web sites of others on a computer server for a global computer network; graphic art design computer software design for others; and computer consultation.

In International Class 042, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 04/01/1995, and first used in commerce at least as early as 04/01/1995, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services,

consisting of a(n) Advertising of services.

Original PDF file:

SPE0-9765237198-144541236 . 21131 specimen for CI HOST app.pdf

Converted PDF file(s) (1 page)

Specimen File1

The applicant's current Attorney Information:

Robert Voigt and Michael P. Adams, Cathryn Berryman and all other attorneys of Winstead PC of Winstead PC

P.O. Box 131851

Dallas, Texas 76021

United States

The attorney docket/reference number is 21131 K001US.

The applicant's current Correspondence Information:

Robert Voigt

Winstead PC

P.O. Box 131851

Dallas, Texas 76021

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance

thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Declaration Signature

Signature: Not Provided / Date: Not Provided

Signatory's Name: Gary Domel

Signatory's Position: Owner

RAM Sale Number: 1105

RAM Accounting Date: 08/15/2012

Serial Number: 85703135

Internet Transmission Date: Tue Aug 14 14:52:53 EDT 2012

TEAS Stamp: USPTO/BAS-97.65.237.198-2012081414525380

8478-85703135-49048ed908e97374fdef15cbc8

6ba39c943-DA-1105-20120814144541236830

network; graphic art design computer software design for others; and computer consultation” (the “Applicant’s Services”). *See* Exhibit A, Application Serial No. 85703135.

2. The Application for the Mark was published for opposition in the Official Gazette on February 12, 2013. On March 11, 2013, the Opposers timely filed a request for a 30-day extension of time to oppose the Application, which was granted until April 13, 2013. *See* Exhibit B, Extension Letter from USPTO.

3. In his Application, Domel warrants and represents that he is the owner of the Mark and his address is 1851 Central Drive, Suite 110, Bedford, Texas 75001. *See* Exhibit A. The Application filed by Domel on August 14, 2012 was based on Domel’s alleged use of the Mark since April 1, 1995. *Id.* However, Domel has never used the Mark and has no intent to use the Mark in commerce much less in the class in which he applied for registration. In fact, Domel simply copied the prior registration submitted by the Opposers in 2001. *See* Exhibit A and Exhibit C, Prior Registration by Opposers, Registration No. 2893070, (“Prior Trademark Registration”).

II.
STANDING, PRIOR REGISTRATION AND CONTINUOUS USE

4. Opposers are the ones who have continuously and exclusively utilized the “CI Host” mark in commerce in connection with web hosting and design services, and done business as C I Host since its inception in 1995. *See* Exhibits E through Q, Samples of Continued Use from 1995 through the Present. Since 1995, Opposers operated the business C I Host as a sole proprietorship/partnership. On February 4, 1999, the business C I Host was incorporated as a Texas corporation. *See* Exhibit E. On or about May 17, 2002, C I Host Corporation was incorporated in Texas. *See* Exhibit F. Prior to May 2002, Opposers did business as C I Host Corporation. C I Host Corporation filed the Prior Registration. *See* Exhibit C. C I Host Corporation gave C I Host, Inc.

permission to use the mark. C I Host, Inc. is currently a Texas corporation in good standing. *See* Exhibit N.

5. Prior to 2012 Christopher Faulkner was the majority shareholder in C I Host, Inc. and CEO. Currently, Carole Faulkner is the sole shareholder of C I Host, Inc. and Christopher remains the CEO of C I Host.

6. Opposers previously filed the Application for registration of the Mark, Serial No. 78028225, on September 29, 2000. The Mark was registered on October 12, 2004. *See* Exhibit B. Opposers also have an application pending for the “C I Host” Mark, Serial No. 85732638 filed September 19, 2012. *See* Exhibit D, Application Serial No. 85732638.

7. If Domel’s Application for the Mark is approved for registration in the Principal Register, Opposers will be severely damaged because they have continuously utilized the “C I Host” Mark, built goodwill in the “C I Host” Mark, and done business as C I Host for over eighteen years. *See* Exhibits E through R.

8. C I Host continues to offer internet hosting, design, and other related web services to customers throughout the United States and internationally including but not limited to the following services: application service provider (ASP), namely, hosting computer software applications of others; computer services, namely, cloud hosting provider services; computer services, namely, interactive hosting services which allow the user to publish and share their own content and images on-line; consulting services in the field of hosting computer software applications; design, creation, hosting and maintenance of internet sites for third parties; design, creation, hosting, maintenance of websites for others; developing and hosting a server on a global computer network for the purpose of facilitating e-commerce via such a server; hosting internet sites for others; hosting of digital content on the Internet; hosting of web sites; hosting the software, websites and other computer applications of others on a virtual private server; hosting the web sites

of others on a computer server for a global computer network; hosting websites on the Internet; maintenance of websites and hosting on-line web facilities for others; providing an online website for creating and hosting micro websites for businesses; technical support services, namely, remote administration and management of in-house and hosted datacenter devices, databases and software applications; web site hosting services” (“C I Host Services”).

9. Since 1995, the Opposers have undertaken widespread internet and print advertising, provided extensive interviews and attended numerous annual tradeshow to promote the mark of “C I Host” and C I Host Services, including extensive internet advertising and maintenance of the website located at www.cihost.com. *See* Exhibits H through Q. Opposers have expended substantial funds, time, and energy to promote and advertise the mark “C I Host” in connection and association with the C I Host Services throughout the United States. *Id.*

10. Opposers are entitled to protection of their common law trademark “C I Host” as a result of their continuous and exclusive usage of the “C I Host” name in interstate commerce in connection with the C I Host Services.

11. Opposers have priority in the Mark as Domel, contrary to his claim in his Application (for which he signed the Declaration), has neither used the Mark nor any version of “C I Host” nor conducted any business known as C I Host or provided any of the Applicant’s Services in connection with C I Host, and his only affiliation with C I Host is that of a creditor of the business known as C I Host, Inc. If Domel is now allowed to use the Mark in commerce it would confuse and deceive the public and would cause irreparable damage to Opposers, and to the goodwill and reputation of the “C I Host” Mark.

III.
DOMEL KNOWS OF THE CONTINUOUS USE OF THE MARK BY OPPOSERS AND
MADE FRAUDULENT STATEMENTS IN HIS APPLICATION AND DECLARATION TO
PROCURE THE MARK

12. An applicant or registrant commits fraud when he knowingly makes false, material representations in any sworn declaration submitted to the USPTO with the intent to deceive the Office. These would include sworn declarations accompanying applications and statements of use.

13. Grounds for fraud include whether the applicant was making bona fide use of the mark in connection with all of the identified goods and services as of the filing date of an application under Section 1(a).

14. Domel made numerous material misrepresentations in his Application. Domel fraudulently represented to the USPTO that he utilized the Mark in connection with all of the identified goods and services since April 1, 1995. *See* Exhibit A.

15. Domel further misrepresented that he used the Mark in connection with the identified services as of August 14, 2012. *Id.*

16. Domel never utilized the Mark in commerce in connection with or to identify any goods or services of the type described in Class IC 042, or at all. Domel merely utilized and copied the public information through the USPTO from the Prior Trademark Registration of "C I Host" held by C I Host Corporation, a company owned and controlled by Opposers. The Prior Trademark Registration was cancelled on May 13, 2011.

17. Domel has never maintained an office, business, or operated using the name C I Host at any address including the 1851 Central Drive, #110, Bedford, TX address. The business known as C I Host, owned and controlled by Opposers, moved their offices in 2004 from 1851 Central Drive, Bedford, TX 76021. Since 2009, the building at 1851 Central Drive has been vacant. As of this date, the building at 1851 Central Drive, Bedford Texas that Domel represented was the office

of C I Host has been demolished. *See* Exhibit R. The 2012 Current Status and Franchise Information Report filed with the State of Texas shows the correct address for C I Host at the time that Domel filed the Application with the USPTO. *See* Exhibits M and N.

18. The only association that Domel has ever held with the corporation C I Host, Inc. was as a creditor of the Company. Domel was never in privity with C I Host, Inc., C I Host Corporation, or done business as C I Host. Domel has filed his trademark application for the Mark to harass the Opposers, without any intent to use the Mark in connection with any goods or services, and in fraudulent violation of his Declaration and 18 U.S.C. Section 1001, et al.

19. Opposers are the only persons/entities that own the common law trademark “C I Host” or that have continually and exclusively used the Mark and “C I Host” in connection with goods and services in commerce since 1995.

20. Domel’s Application should be dismissed because of the fraudulent statements contained therein and his attempt to fraudulently procure the Mark. By attempting to register the Mark, Domel is attempting to restrain the trade of the Mark owned by Opposers.

IV.

LIKELIHOOD OF CONFUSION: TRADEMARK ACT SECTION 2(D), 15 U.S.C. SECTION 1052(D)

21. The Mark that Domel is attempting to register, and the goods and/or services for which he is attempting to register the Mark, are identical to the common law trademark that Opposers have previously and continuously used and offered. Likelihood of confusion between Domel’s use (if he ever uses the Mark) and Opposer’s use of the Mark is unquestionable.

22. Registration of a trade-mark that so nearly resembles the corporate name of opposer as to be likely to produce public confusion does not justify registration of the trade-mark. No mark by which the goods of the owner of the mark may be distinguished from other goods of the same class shall be refused registration as a trademark on account of the nature of such mark *unless such*

mark so nearly resemble(s) a registered or known trade mark owned and in use by another, and appropriated to merchandise of the same descriptive properties as to be likely to cause confusion or mistake in the mind of the public or to deceive purchasers. See Tidy-House Paper Products, Inc. v. Tidy House Products Co, 38 C.C.P.A. 1099, 189 F.2d 280 (May 8, 1951)

23. Opposers have proprietary rights in the “C I Host” Mark that are superior to those of Domel. The identical nature of the marks in sight, sound and meaning along with the identical services warrant the dismissal of Domel’s Application. In further support of the dismissal of Domel’s Application is that the trade channels and classes of purchasers of the good and/or services are identical; the similarity of the conditions under which a buyer encounters the marks would be such that there would undoubtedly be confusion. *See Exhibits A, C, and D.* Prospective purchasers may mistakenly believe that the two goods and services marketed under the marks “C I HOST” and “C I Host” would have the same source or origin and the identical marks would more than likely cause confusion, mistake or deceive purchasers (should Domel use the Mark which he has not done). *See Sundure Paint Corporation, Appellant, v. Maas & Waldstein Co., 46 C.C.P.A. 926, 267 F.2d 943.*

24. Furthermore, Applicant’s Application should not be granted because it was not filed based on Applicant’s actual use of C I Host or C I HOST as a trademark with each and every one of Applicant’s Services, and on information and belief, Domel failed to satisfy the requirements of Trademark Act Section 1(a) and related Trademark Rules and Regulations, and Opposers respectfully request that registration of the Mark shown in the Application be refused and that this Opposition be sustained in favor of Opposers.

V.
EVIDENCE IN SUPPORT OF OPPOSITION

25. Attached the following Exhibits A-V in support of this Notice of Opposition and the identified exhibits are hereby incorporated by reference herein as if fully set forth at length:

- A) Application Serial No.85703135.
- B) Extension of Deadline by USPTO
- C) Prior Registration No. 2893070.
- D) Application Serial No. 85732638.
- E) Incorporation documents of C I Host, Inc. from the State of Texas February 4, 1999.
- F) Articles of Incorporation for C I Host Corporation
- G) Permission for C I Host, Inc. to use trademark.
- H) 1997-2014 Domain verification ownership of website www.cihost.com by C I Host Inc.
- I) Website of cihost.com with logo copyrighted 1995- 2010 by C I Host being utilized for the period of 2010-2012.
- J) C I Host Press releases copyrighted 2006, 2007, 2008.
- K) Articles relating to C I Host, Chris Faulkner and Carole Faulkner, 2000, 2001, 2002, 2002, 2002, 2003, 2003, 2005.
- L) Assumed name certificate for the business of C I Host in Tarrant County, Texas for the year 2000.
- M) 2003, 2006 and 2012 Franchise Information Reports of C I Host, Inc.
- N) 2012 Current Status of C I Host, Inc and Chris Faulkner as the registered agent.
- O) Website of cihost.com with logo copyrighted 2013 by C.A. Faulkner.
- P) 2013 Domain verification ownership of website www.cihost.com by C.A. Faulkner.
- Q) ICANN Registrar Accreditation Agreement effective period 2/4/2012-2/3/2017 page 1.
- R) Three Photographs demonstrating the destruction of the building at 1851 Central Dr., Bedford, TX taken by Opposer which confirms Domel's misrepresentation of C I Host address in his application for the trademark.

VI.
CONCLUSION

26. In conclusion, Opposers, have established to this tribunal that they hold a superior right to the trademark "C I Host" from their usage of the mark in commerce since 1995. It is

Opposers belief that they will suffer irreparable damage if Domel is allowed to register the mark "C I HOST". The likelihood of confusion by the public between his alleged mark "C I HOST" and the Opposers' common law mark of "C I Host" is unquestionable and will result in injury to the Opposers. Opposers have owned and done business under the entity name of C I Host in the United States since 1995, and such name has been affixed in connection with all of their goods and services. The purpose of the trade-mark statutes are the promotion of the interests of the trade and commerce of the country and the protection of trade-marks which are lawfully used or owned by those engaged in such trade and commerce. as the common law Finally, Domel should not be rewarded for his deliberate, fraudulent and material misrepresentations to the USPTO.

PRAYER

WHEREFORE, Opposers, Carole Faulkner, individually and d/b/a C I Host and Christopher Faulkner, individually and d/b/a C I Host respectfully requests that the Board sustain this Opposition and deny the registration of the C I HOST Mark to Gary Domel, and grant Opposers such further relief, at law or in equity, to which they may justly show themselves entitled.

Respectfully submitted,

/ Carole A. Faulkner/

Carole A. Faulkner
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Representing self and as
Attorney for Christopher Faulkner

/ Natalie M. Gray/

Bret A. Madole
State Bar No. 12800900
Mark A. Goodman
State Bar No. 08156920
Natalie M. Gray
State Bar No. 24036673
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Attorneys for Carole Faulkner and Christopher
Faulkner

PROOF OF SERVICE

This is to certify that on the 12th day of April, 2013, a true and correct copy of the above and foregoing document and exhibits were served upon the attorneys of record for Gary Domel via First Class Mail at the USPTO listed address of Robert Voigt, Winstead PC, PO Box 131851, Dallas, TX 75313-1851 pursuant to Rule 2.119 as well as hand delivered to Gary Domel's attorneys of record, Robert Voigt, Cathryn Berryman, and Michael B. Adams at their place of business located at 500 Winstead Building, 2728 N. Harwood St., Dallas, Texas 75201.

/ Carole A. Faulkner/

Carole A. Faulkner

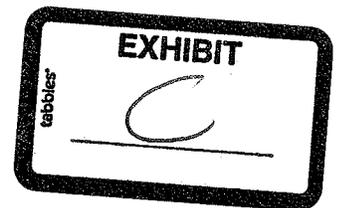
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

CAROLE FAULKNER, INDIVIDUALLY	§	
AND D/B/A C I HOST, AND	§	In the Matter of Application
CHRISTOPHER FAULKNER,	§	Serial No. 85703135
INDIVIDUALLY AND D/B/A C I HOST;	§	
	§	Mark: C I Host
Opposers,	§	
v.	§	Opposition No. 91210234
	§	
GARY DOMEL,	§	
	§	Published: February 12, 2013
Applicant.	§	

AMENDED NOTICE OF INTENTION TO TAKE THE
ORAL DEPOSITION OF GARY DOMEL

TO: Applicant, Gary Domel, by and through his counsel of record, Robert A.Voigt, Jr. and James G. Ruiz, Winstead PC, 401 Congress Avenue, Suite 2100, Austin, Texas 78701.

PLEASE TAKE NOTICE that, pursuant to the applicable provisions of the *Federal Rules of Civil Procedure*, at 1:30 p.m. on Wednesday, August 7, 2013, counsel for Opposers will take the deposition of Gary Domel at the offices of Winstead PC, 500 Winstead Building, 2728 N. Harwood Street, Dallas, Texas 75201, before a certified court reporter. The deposition will continue from day to day until completed. Please take further notice that this deposition may be videotaped.



Respectfully submitted,

A handwritten signature in black ink that reads "Natalie Gray". The signature is written in a cursive style and is positioned above a horizontal line.

Bret A. Madole

State Bar No. 12800900

Mark A. Goodman

State Bar No. 08156920

Natalie M. Gray

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972-991-0889

972-404-0516 FAX

Attorneys for Carole Faulkner and
Christopher Faulkner

PROOF OF SERVICE

This is to certify that on the 30th day of July, 2013, a true and correct copy of the above and foregoing document was served upon the attorneys of record for Gary Domel via electronic mail to Robert A.Voigt, Jr. and James G. Ruiz, Winstead PC, 401 Congress Avenue, Suite 2100, Austin, Texas 787011.


Natalie Gray

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August 5, 2013

Via Fax (972) 991-0889

Daniel J. Madden, Esq.
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Dallas, Texas 75240

Re: In the Matter of Application Serial No. 85703135
Opposition No. 91210234; *Carole Faulkner, individually and d/b/a C I Host, and Christopher Faulkner, Individually and d/b/a C I Host v. Gary Domel*, In the United States Patent and Trademark Office Before the Trademark Trial and Appeal Board
Mark: C I Host

Dear Mr. Madden:

I have received the Amended Notice of Intention to Take the Oral Deposition of Gary Domel, seeking the deposition of Gary Domel in connection with the referenced TTAB proceeding on August 7, 2013 in Dallas, Texas, beginning at 1:00 p.m. As I informed your former colleague, Mr. Domel resides in Spicewood, Texas and works in Austin, Texas. Mr. Domel does not consent to being deposed in Dallas, Texas. Therefore, under the USPTO Rules of Practice, the Amended Notice of Deposition seeking the deposition of Mr. Domel in Dallas, Texas is inappropriate. In addition, I have a court hearing on August 7, 2013 beginning at 1:00 p.m. in bankruptcy court in Austin, Texas, so the date and time of the deposition which was unilaterally selected by your former colleague is not available for me.

Please be advised that I will not present Mr. Domel for a deposition in Dallas on August 7, 2013. I, however, can present Mr. Domel for deposition in connection with this trademark opposition proceeding at my offices in Austin, Texas, on August 26, 27, 28, or 30, 2013. Please let me know if you will agree to withdraw the Amended Notice of Deposition and re-schedule Mr. Domel's deposition in Austin, Texas, on one of the offered dates during the week of August 26th. If we cannot come to an agreement with respect to this matter, I will file a Motion for Protective Order seeking to restrict the location of any deposition of Mr. Domel to Austin, Texas in accordance with the USPTO Rules of Practice.



I look forward to hearing from you on this matter.

Sincerely,

WINSTEAD PC

By:

James G. Ruiz

cc: Gary Domel

From: Ruiz, James [mailto:JRuiz@winstead.com]
Sent: Wednesday, October 09, 2013 2:48 PM
To: Daniel J. Madden
Subject: RE: C I Host Trademark Opposition - Amended Notice of Deposition of Gary Domel

Dan,

I understand the Bedford address was the last known business address he had for Cassiopeia who was using the "CI Host " mark with his permission.

James G. Ruiz
Winstead PC | 401 Congress Ave. | Suite 2100 | Austin, Texas 78701
512.370.2818 direct | 512.370.2850 fax | jruiz@winstead.com | www.winstead.com

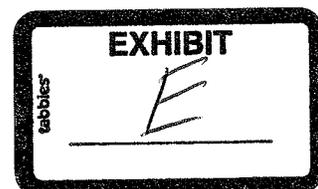
From: Daniel J. Madden [mailto:DMadden@dgmlegal.com]
Sent: Wednesday, October 09, 2013 2:31 PM
To: Ruiz, James
Subject: RE: C I Host Trademark Opposition - Amended Notice of Deposition of Gary Domel

James,

Can you explain why Mr. Domel listed his address as being in Bedford in the Trademark Application?
Dan

Daniel J. Madden Shareholder

David, Goodman & Madole / Attorneys and Counselors
Two Lincoln Centre / 5420 LBJ Freeway / Suite 1200 / Dallas , TX 75240
P 972.991.0889 / dgmlegal.com





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Please consider the environment before printing this email

From: Ruiz, James [<mailto:JRuiz@winstead.com>]
Sent: Monday, October 07, 2013 12:56 PM
To: Daniel J. Madden
Subject: RE: C I Host Trademark Opposition - Amended Notice of Deposition of Gary Domel

Dan,

I can present Gary Domel for deposition in Austin on October 14, 15,16, 29 or 30th. If you will not agree to the Austin location, then we will need to address that issue with the Panel. Gary Domel does not reside or work in Tarrant county therefore under the Federal Rules of Civil Procedure, he cannot be compelled to be deposed in that county.

I look forward to hearing from you with respect to the issue of the deposition in Austin.

James G. Ruiz

Winstead PC | 401 Congress Ave. | Suite 2100 | Austin, Texas 78701
512.370.2818 direct | 512.370.2850 fax | jruiz@winstead.com | www.winstead.com

From: Daniel J. Madden [<mailto:DMadden@dgmlegal.com>]
Sent: Monday, October 07, 2013 10:26 AM
To: Ruiz, James
Subject: RE: C I Host Trademark Opposition - Amended Notice of Deposition of Gary Domel

James,

I have not heard back from you regarding the below request. Please let me know available dates by the end of business tomorrow. If I have not heard from you, I will notice the deposition on a date convenient for me.

Dan

Daniel J. Madden Shareholder

David, Goodman & Madole / Attorneys and Counselors
Two Lincoln Centre / 5420 LBJ Freeway / Suite 1200 / Dallas , TX 75240
P 972.991.0889 / dgmlegal.com



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Please consider the environment before printing this email

From: Daniel J. Madden
Sent: Wednesday, October 02, 2013 9:04 AM

To: 'Ruiz, James'

Subject: RE: C I Host Trademark Opposition - Amended Notice of Deposition of Gary Domel

James,

I apologize for the delay in getting back to you on this. I cannot agree to hold the deposition in Austin, but we will agree to hold it in Tarrant County which is the location that Mr. Domel put in his Application. Please provide me some available dates in October for the deposition. Also, in your responses to my client's Requests for Production, you state that documents will be produced. However, I have not received any documents. Please send them to me at your earliest opportunity.

Dan

From: Ruiz, James [<mailto:JRuiz@winstead.com>]

Sent: Monday, August 05, 2013 2:25 PM

To: Daniel J. Madden

Subject: C I Host Trademark Opposition - Amended Notice of Deposition of Gary Domel

Daniel,

Thank you for agreeing to reschedule the deposition of Gary Domel to a later date. Attached is a copy of the letter I requesting the location of the deposition of Gary Domel be changed to Austin, Texas, and the date rescheduled to the week of August 26, 2013.

I look forward to hearing from you on this matter.

James G. Ruiz

Winstead PC | 401 Congress Ave. | Suite 2100 | Austin, Texas 78701

512.370.2818 direct | 512.370.2850 fax | jruiz@winstead.com | www.winstead.com

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IRS Circular 230 Required Notice--IRS regulations require that we inform you as follows: Any U.S. federal tax advice contained in this communication (including any attachments) is not intended to be used and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter[s].

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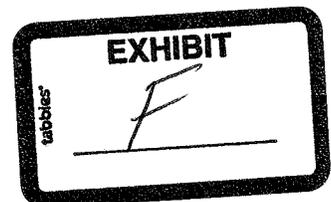
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

CAROLE FAULKNER, INDIVIDUALLY)	
AND D/B/A C I HOST, AND)	In the Matter of Application
CHRISTOPHER FAULKNER,)	Serial No. 85703135
INDIVIDUALLY AND D/B/A C I HOST,)	
)	Mark: C I Host
Opposer,)	
)	Opposition No. 91210234
v.)	
)	
GARY DOMEL,)	Published: February 12, 2013
)	
Applicant.)	

APPLICANT'S ANSWER TO NOTICE OF OPPOSITION

In response to the Notice of Opposition issued by the Trademark Trial and Appeal Board ("TTAB"), Gary Domel ("Applicant") hereby answers the above-identified opposition as follows:

1. Applicant admits he filed the trademark application, Serial No, 85703135 in the United States Patent and Trademark Office ("USPTO") on August 14, 2012, provided that the trademark application speaks for itself.
2. Applicant admits the allegations set forth in paragraph 2 of the Notice of Opposition.
3. Applicant admits he is the owner of the C I HOST trademark, having acquired all right, title and interest in the trademark through a foreclosure sale on August 20, 2008. See Bill of Sale attached as **Exhibit A** hereto. Applicant denies the remaining allegations set out in paragraph 3 of the Notice of Opposition, provided that the Application speaks for itself.
4. Applicant admits C I Host, Inc. previously filed a registration for the trademark and utilized the trademark in its business provided that Applicant denies Opposers continuously used the



trademark as they lost all right, title and interest in and to the trademark to Applicant by the foreclosure sale on August 20, 2008, and Applicant entered into an agreement with Cassiopeia Internet, Inc. on March 25, 2009, to allow it to use the trademark in connection with its business. Applicant is without sufficient knowledge or information to admit or deny the remaining allegations set forth in paragraph 4 of the Notice of Opposition.

5. Applicant admits the allegations set forth in Paragraph 5 of the Notice of Opposition.
6. Applicant admits the allegations set forth in Paragraph 6 of the Notice of Opposition.
7. Applicant denies the allegations set forth in Paragraph 7 of the Notice of Opposition.
8. Applicant denies the allegations set forth in Paragraph 8 of the Notice of Opposition.
9. Applicant is without sufficient knowledge or information to admit or deny the allegations set forth in Paragraph 9 of the Notice of Opposition so he denies them.
10. Applicant denies the allegations set forth in Paragraph 10 of the Notice of Opposition.
11. Applicant denies the allegations set forth in Paragraph 11 of the Notice of Opposition.
12. No response is required to the statements set forth in paragraph 12 of the Notice of Opposition provided that Applicant denies he made any false statements in the Application.
13. No response is required to the statements set forth in paragraph 13 of the Notice of Opposition provided that Applicant denies he made any false statements in the Application.
14. Applicant denies the allegations set forth in paragraph 14 of the Notice of Opposition.
15. Applicant denies the allegations set forth in paragraph 15 of the Notice of Opposition.

16. Applicant admits the prior trademark registration was cancelled on May 13, 2011, but denies the remaining allegations set forth in paragraph 16 of the Notice of Opposition.

17. Applicant admits he never maintained an office or operated a business using the trademark provided that after acquiring all right, title and interest in and to the trademark on August 20, 2008, Applicant entered into a contract on March 25, 2009, to allow Cassiopeia Internet, Inc. to use the trademark in connection with internet services. Applicant is without sufficient information or knowledge to admit or deny the remaining allegations set forth in paragraph 17 of the Notice of Opposition so he denies them.

18. Applicant admits he was the creditor of C I Host who foreclosed on the trademark on August 20, 2008, along with much of C I Host's other assets. Applicant denies the remaining allegation set forth in paragraph 18 of the Notice of Opposition.

19. Applicant denies the allegations set forth in paragraph 19 of the Notice of Opposition.

20. No response is required to the statements made in paragraph 20 of the Notice of Opposition provided that Opposers are not entitled to dismissal of the Application.

21. Applicant admits the trademark he is registering is the trademark he acquired all right, title, and interest in through foreclosure of the C I HOST mark on August 20, 2008. Applicant denies the remaining allegations set forth in paragraph 21 of the Notice of Opposition.

22. No response is required to the statements set forth in paragraph 22 of the Notice of Opposition provided that Applicant denies Opposers have any right, title or interest in and to the C I

HOST trademark, having lost all their right, title and interest in the trademark to Applicant at the foreclosure sale on August 20, 2008.

23. Applicant denies the allegations set forth in paragraph 23 of the Notice of Opposition.

24. No response is required to the statements set forth in paragraph 24 of the Notice of Opposition provided that Applicant denies Opposers are entitled to any relief sought by their Notice of Opposition.

AFFIRMATIVE DEFENSES

25. Applicant asserts that Opposers are administratively and judicially estopped from asserting a claim to oppose Applicant's registration of the mark C I HOST.

26. Opposers come before this tribunal with unclean hands having lost all their right, title and interest in and to the C I HOST trademark that form the basis of their opposition to Applicant at a foreclosure sale in August of 2008. Opposers sought to obtain an assignment of Applicant's right, title and interest in and to the trademark in connection with a Settlement Agreement in August of 2012, and filed their opposition after Applicant refused to assign his rights in the trademark to them. A copy of the draft Trademark Assignment Agreement Opposers sent to Applicant is attached as **Exhibit B**.

26. Applicant asserts that Opposers have acquiesced to Applicant's registration of the mark C I Host.

27. Applicant asserts that Opposers have waived their claim to oppose the mark C I HOST.

WHEREFORE, Applicant respectfully prays that this Opposition be denied and dismissed with prejudice and that the application for registration, Serial No. 85703135, by Applicant be granted.

Respectfully submitted,

WINSTEAD P.C.
Attorneys for Applicant

By: /s/ James G. Ruiz

Robert A. Voigt, Jr.
Reg. No. 47,149
rvoigt@winstead.com
James G. Ruiz
Texas SBN 17385860
jruiz@winstead.com

Date: May 28, 2013
401 Congress Ave
Suite 2100
Austin, Texas 78701
(512) 370-2832
FAX (512) 370-2850

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of May, 2013, a true and correct copy of the foregoing and attached APPLICANT'S ANSWER TO NOTICE OF OPPOSITION was served via:

- hand delivery
- first class U.S. mail
- certified mail, return receipt requested
- telecopy
- Federal Express

on the counsel of record for Opposers:

Carole A. Faulkner
4010 Ambleside Ct.
Colleyville, Texas 76034

Bret A. Madole
Mark A. Goodman
Natalie M. Gray
David, Goodman & Madole PC
Two Lincoln Centre
5420 LBJ Freeway, Suite 1200
Dallas, Texas 75240

/s/ James G. Ruiz
James G. Ruiz, Esq.

AUSTIN_1\702272v1
21131-7 .05/28/2013

EXHIBIT A

BILL OF SALE

STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT GARY DOMEL and KIMBERLY DOMEL ("Sellers"), legal owners and holders of that certain Promissory Note, dated November 15, 1999, in the original principal amount of \$350,000 (the "Note"), secured by that certain Security Agreement, dated on even date therewith (the "Security Agreement"), in exercise of their rights and remedies under the Security Agreement and Section 9.620 of the Texas Business & Commerce Code, and for and in consideration of the application of the amount of THREE HUNDRED NINETY FIVE THOUSAND AND NO/100 DOLLARS (\$395,000.00) to the outstanding obligations owing under the Note (the "Indebtedness") in partial satisfaction thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the terms and provisions hereinafter set forth and described, have ACCEPTED, GRANTED, BARGAINED, and CONVEYED, and by these presents do hereby ACCEPT, GRANT, BARGAIN, and CONVEY, unto GARY DOMEL and KIMBERLY DOMEL ("Purchasers"), all right, title and interest of C.I. Host in and to all accounts, accounts receivable, documents, instruments, chattel paper and general intangibles, including trademarks, service marks and other intellectual property, and all products and proceeds thereof, including but not limited to the "C I Host" service mark and the other personal property listed on **Exhibit A**, attached hereto and incorporated herein by reference, and that certain equipment, machinery and fixtures, and all accessions thereto, and all products and proceeds thereof, including but not limited to, the items listed on **Exhibit A-1**, attached hereto and incorporated herein by reference (the "Collateral").

TO HAVE AND TO HOLD, all and singular, the Collateral, unto Purchasers and Purchasers' successors and assigns forever, and to warrant and forever defend all and singular the said Collateral to Purchasers and their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

THIS CONVEYANCE BY SELLERS IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND PURCHASERS ACKNOWLEDGE THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLERS HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, NO WARRANTY OR REPRESENTATION IS MADE AS TO THE CONDITION OF THE COLLATERAL, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE COLLATERAL. Purchasers acknowledge by their acceptance hereof that Purchasers are relying solely on Purchasers' own inspections of the Collateral and not on any representation, express or implied, of Sellers as to the condition of the Collateral or the accuracy or completeness of any records or instruments related thereto.

By execution hereof, Purchasers hereby assume any all liabilities, obligations and duties, incurred by Purchasers, as the owner of the Collateral, arising from and after the date hereof. Purchasers shall be responsible for any and all taxes or fees assessed or levied against the

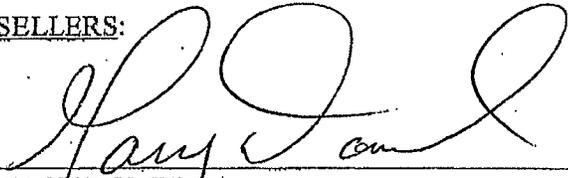
Collateral from and after the date hereof, except income taxes, if any, payable by Sellers. By their acceptance hereof, Purchasers acknowledge that they: (i) have no knowledge of any defects in the conveyance of the Collateral pursuant to this Bill of Sale, (ii) are not accepting the Collateral in partial satisfaction of the Indebtedness in collusion with any party, and (iii) are acting in good faith in accepting the Collateral under the Security Agreement and Section 9.620 of the Texas Business & Commerce Code.

This Bill of Sale and the covenants, conditions and agreements herein apply to, inure to the benefit of, and bind Sellers and Purchasers, and their respective successors and assigns.

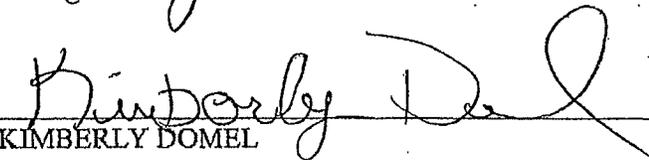
This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Texas. In the event that any legal proceeding is brought under or in connection herewith, any state or district court located in Travis County, Texas shall have jurisdiction over such manner and venue over such matter.

EXECUTED to be effective as of the 20th day of August, 2008.

SELLERS:

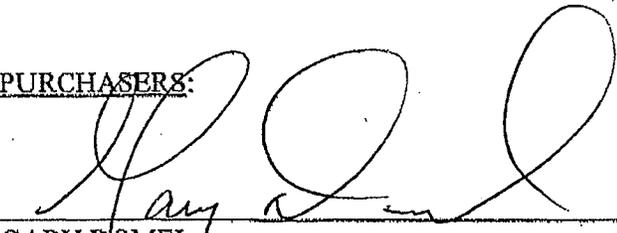


GARY DOMEL

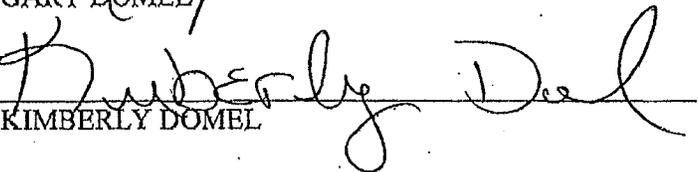


KIMBERLY DOMEL

PURCHASERS:



GARY DOMEL



KIMBERLY DOMEL

EXHIBIT "A"

THE COLLATERAL

1. All of the right, title and interest of C I Host, Inc. in and to all accounts, accounts receivable, documents, instruments, chattel paper and general intangibles, including the "C I Host" service mark, serial number 78028225, Registration No. 2893070, registered on October 12, 2004, and all other trademarks, service marks and other intellectual property, and all products and proceeds therefrom.
2. All of the right, title and interest of C I Host, Inc. in and to all equipment, machinery and fixtures, and all accessions thereto and all products and proceeds thereof, including but not limited to, the items listed on **Exhibit A-1**, attached hereto.
3. All the right, title and interest of C I Host, Inc., including equitable rights, in, to and under any and all contracts and agreements for the purchase or sale of all or a portion of the Collateral; contracts, licenses, permits and rights relating to the Collateral; and all money, instruments, and other property of C I Host, Inc. held by the Domels, including, without limitation, property held in safekeeping, and all deposits (general or special, time or demand, provisional or final) and other accounts of C I Host, Inc. now on deposit with or held by the Domels.

Exhibit A-1
C.I. Host, Inc. - Fixed Assets

Number	Category ID	Asset Description	Date Acquired	Tax System	Method	Asset Life
1	A/C	A/C UNIT	4/18/2001	MACRS	SL REAL	39
2	A/C	A/C UNIT	4/18/2001	MACRS	SL REAL	39
3	A/C	A/C UNIT	4/28/2001	MACRS	SL REAL	39
4	A/C	A/C UNIT	7/20/2001	MACRS	SL REAL	39
5	A/C	A/C UNIT	8/22/2001	MACRS	SL REAL	39
6	A/C	A/C UNIT	9/14/2001	MACRS	SL REAL	39
7	A/C	A/C UNIT	9/27/2001	MACRS	SL REAL	39
8	A/C	A/C UNIT	10/2/2001	MACRS	SL REAL	39
9	A/C	A/C UNIT	11/7/2001	MACRS	SL REAL	39
10	A/C	A/C UNIT	11/2/2002	MACRS	SL REAL	39
167	A/C	A/C UNIT	2/12/2003	MACRS	SL REAL	39
168	A/C	A/C UNIT	3/13/2003	MACRS	SL REAL	39
169	A/C	A/C UNIT	4/29/2003	MACRS	SL REAL	39
170	A/C	A/C UNIT	4/28/2003	MACRS	SL REAL	39
171	A/C	A/C UNIT	5/7/2003	MACRS	SL REAL	39
172	A/C	A/C UNIT	6/16/2003	MACRS	SL REAL	39
289	A/C	A/C UNIT	1/31/2004	MACRS	SL REAL	39
290	A/C	A/C UNIT	2/28/2004	MACRS	SL REAL	39
291	A/C	A/C UNIT	2/28/2004	MACRS	SL REAL	39
292	A/C	A/C UNIT	3/10/2004	MACRS	SL REAL	39
293	A/C	A/C UNIT	3/30/2004	MACRS	SL REAL	39
294	A/C	A/C UNIT	4/8/2004	MACRS	SL REAL	39
295	A/C	A/C UNIT	5/3/2004	MACRS	SL REAL	39
296	A/C	A/C UNIT	6/17/2004	MACRS	SL REAL	39
297	A/C	A/C UNIT	8/29/2004	MACRS	SL REAL	39
298	A/C	A/C UNIT	8/2/2004	MACRS	SL REAL	39
299	A/C	A/C UNIT	8/8/2004	MACRS	SL REAL	39
300	A/C	A/C UNIT	8/23/2004	MACRS	SL REAL	39
303	A/C	A/C UNIT	2/2/2005	MACRS	SL REAL	39
304	A/C	A/C UNIT	2/2/2005	MACRS	SL REAL	39
305	A/C	A/C UNIT	4/4/2005	MACRS	SL REAL	39
306	A/C	A/C UNIT	4/19/2005	MACRS	SL REAL	39
307	A/C	A/C UNIT	8/29/2005	MACRS	SL REAL	39
317	A/C	A/C UNIT	9/1/2005	MACRS	SL REAL	39
11	AUDIO	AUDIO EQUIPMENT	7/3/2002	MACRS	200% DB	7
12	AUDIO	AUDIO EQUIPMENT	9/30/2002	MACRS	200% DB	7
173	AUDIO	AUDIO EQUIPMENT	3/10/2003	MACRS	200% DB	7
13	CISCO	CISCO ROUTER	1/2/2001	MACRS	200% DB	5
14	CISCO	CISCO ROUTER	1/8/2002	MACRS	200% DB	5
15	CAGES	CO-LO CAGES	9/24/2001	MACRS	200% DB	7
174	CAGES	CO-LO CAGES	2/19/2003	MACRS	200% DB	7
175	CAGES	CO-LO CAGES	2/21/2003	MACRS	200% DB	7
16	COMPEQ	COMPUTER EQUIPMENT	7/2/1999	MACRS	200% DB	5
17	COMPEQ	COMPUTER EQUIPMENT	8/18/1999	MACRS	200% DB	5
18	COMPEQ	COMPUTER EQUIPMENT	8/27/1999	MACRS	200% DB	5
19	COMPEQ	COMPUTER EQUIPMENT	8/30/1999	MACRS	200% DB	5
20	COMPEQ	COMPUTER EQUIPMENT	9/13/1999	MACRS	200% DB	5
21	COMPEQ	COMPUTER EQUIPMENT	8/22/1999	MACRS	200% DB	5
22	COMPEQ	COMPUTER EQUIPMENT	8/22/1999	MACRS	200% DB	5
23	COMPEQ	COMPUTER EQUIPMENT	9/24/1999	MACRS	200% DB	5
25	COMPEQ	COMPUTER EQUIPMENT	1/5/1999	MACRS	200% DB	5
24	COMPEQ	COMPUTER EQUIPMENT	10/15/1999	MACRS	200% DB	5
27	COMPEQ	COMPUTER EQUIPMENT	1/18/1999	MACRS	200% DB	5
28	COMPEQ	COMPUTER EQUIPMENT	1/18/1999	MACRS	200% DB	5
29	COMPEQ	COMPUTER EQUIPMENT	1/18/1999	MACRS	200% DB	5
30	COMPEQ	COMPUTER EQUIPMENT	1/18/1999	MACRS	200% DB	5

31	COMPEQ	COMPUTER EQUIPMENT	12/9/1999	MACRS	200% DB	5
32	COMPEQ	COMPUTER EQUIPMENT	12/22/1999	MACRS	200% DB	5
33	COMPEQ	COMPUTER EQUIPMENT	3/14/2000	MACRS	200% DB	5
34	COMPEQ	COMPUTER EQUIPMENT	3/22/2000	MACRS	200% DB	5
35	COMPEQ	COMPUTER EQUIPMENT	4/14/2000	MACRS	200% DB	5
36	COMPEQ	COMPUTER EQUIPMENT	5/23/2000	MACRS	200% DB	5
37	COMPEQ	COMPUTER EQUIPMENT	6/9/2000	MACRS	200% DB	5
38	COMPEQ	COMPUTER EQUIPMENT	6/28/2000	MACRS	200% DB	5
39	COMPEQ	COMPUTER EQUIPMENT	7/13/2000	MACRS	200% DB	5
40	COMPEQ	COMPUTER EQUIPMENT	7/28/2000	MACRS	200% DB	5
41	COMPEQ	COMPUTER EQUIPMENT	7/28/2000	MACRS	200% DB	5
42	COMPEQ	COMPUTER EQUIPMENT	7/29/2000	MACRS	200% DB	5
43	COMPEQ	COMPUTER EQUIPMENT	8/18/2000	MACRS	200% DB	5
44	COMPEQ	COMPUTER EQUIPMENT	8/7/2000	MACRS	200% DB	5
46	COMPEQ	COMPUTER EQUIPMENT	10/19/2000	MACRS	200% DB	5
46	COMPEQ	COMPUTER EQUIPMENT	10/27/2000	MACRS	200% DB	5
47	COMPEQ	COMPUTER EQUIPMENT	11/16/2000	MACRS	200% DB	5
48	COMPEQ	COMPUTER EQUIPMENT	11/30/2000	MACRS	200% DB	5
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52	COMPEQ	COMPUTER EQUIPMENT	1/25/2001	MACRS	200% DB	5
53	COMPEQ	COMPUTER EQUIPMENT	2/1/2001	MACRS	200% DB	5
54	COMPEQ	COMPUTER EQUIPMENT	2/19/2001	MACRS	200% DB	5
55	COMPEQ	COMPUTER EQUIPMENT	2/21/2001	MACRS	200% DB	5
56	COMPEQ	COMPUTER EQUIPMENT	2/23/2001	MACRS	200% DB	5
57	COMPEQ	COMPUTER EQUIPMENT	3/5/2001	MACRS	200% DB	5
58	COMPEQ	COMPUTER EQUIPMENT	3/5/2001	MACRS	200% DB	5
59	COMPEQ	COMPUTER EQUIPMENT	3/14/2001	MACRS	200% DB	5
60	COMPEQ	COMPUTER EQUIPMENT	4/10/2001	MACRS	200% DB	5
61	COMPEQ	COMPUTER EQUIPMENT	4/18/2001	MACRS	200% DB	5
62	COMPEQ	COMPUTER EQUIPMENT	6/5/2001	MACRS	200% DB	5
63	COMPEQ	COMPUTER EQUIPMENT	6/8/2001	MACRS	200% DB	5
64	COMPEQ	COMPUTER EQUIPMENT	10/18/2001	MACRS	200% DB	5
65	COMPEQ	COMPUTER EQUIPMENT	11/19/2001	MACRS	200% DB	5
66	COMPEQ	COMPUTER EQUIPMENT	12/9/2001	MACRS	200% DB	5
67	COMPEQ	COMPUTER EQUIPMENT	12/31/2001	MACRS	200% DB	5
68	COMPEQ	COMPUTER EQUIPMENT	1/21/2002	MACRS	200% DB	5
69	COMPEQ	COMPUTER EQUIPMENT	1/23/2002	MACRS	200% DB	5
70	COMPEQ	COMPUTER EQUIPMENT	1/31/2002	MACRS	200% DB	5
71	COMPEQ	COMPUTER EQUIPMENT	2/5/2002	MACRS	200% DB	5
72	COMPEQ	COMPUTER EQUIPMENT	2/25/2002	MACRS	200% DB	5
73	COMPEQ	COMPUTER EQUIPMENT	3/1/2002	MACRS	200% DB	5
74	COMPEQ	COMPUTER EQUIPMENT	3/15/2002	MACRS	200% DB	5
75	COMPEQ	COMPUTER EQUIPMENT	3/22/2002	MACRS	200% DB	5
76	COMPEQ	COMPUTER EQUIPMENT	5/9/2002	MACRS	200% DB	5
77	COMPEQ	COMPUTER EQUIPMENT	5/3/2002	MACRS	200% DB	5
78	COMPEQ	COMPUTER EQUIPMENT	5/28/2002	MACRS	200% DB	5
79	COMPEQ	COMPUTER EQUIPMENT	6/20/2002	MACRS	200% DB	5
80	COMPEQ	COMPUTER EQUIPMENT	6/24/2002	MACRS	200% DB	5
81	COMPEQ	COMPUTER EQUIPMENT	7/18/2002	MACRS	200% DB	5
82	COMPEQ	COMPUTER EQUIPMENT	7/26/2002	MACRS	200% DB	5
83	COMPEQ	COMPUTER EQUIPMENT	7/31/2002	MACRS	200% DB	5
84	COMPEQ	COMPUTER EQUIPMENT	8/21/2002	MACRS	200% DB	5
85	COMPEQ	COMPUTER EQUIPMENT	12/31/2002	MACRS	200% DB	5
168	COMPEQ	COMPUTER EQUIPMENT	12/31/2000	MACRS	200% DB	5
176	COMPEQ	COMPUTER EQUIPMENT	1/15/2003	MACRS	200% DB	5
177	COMPEQ	COMPUTER EQUIPMENT	1/15/2003	MACRS	200% DB	5
179	COMPEQ	COMPUTER EQUIPMENT	2/11/2003	MACRS	200% DB	5
180	COMPEQ	COMPUTER EQUIPMENT	2/11/2003	MACRS	200% DB	5
181	COMPEQ	COMPUTER EQUIPMENT	2/21/2003	MACRS	200% DB	5
182	COMPEQ	COMPUTER EQUIPMENT	2/24/2003	MACRS	200% DB	5

103	COMPEQ	COMPUTER EQUIPMENT	2/24/2003	MACRS	200% DB	6
104	COMPEQ	COMPUTER EQUIPMENT	2/28/2003	MACRS	200% DB	5
105	COMPEQ	COMPUTER EQUIPMENT	3/13/2003	MACRS	200% DB	5
107	COMPEQ	COMPUTER EQUIPMENT	4/1/2003	MACRS	200% DB	5
108	COMPEQ	COMPUTER EQUIPMENT	4/1/2003	MACRS	200% DB	6
238	COMPEQ	COMPUTER EQUIPMENT	11/7/2003	MACRS	200% DB	6
242	COMPEQ	COMPUTER EQUIPMENT	12/17/2003	MACRS	200% DB	5
269	COMPEQ	COMPUTER EQUIPMENT	1/14/2004	MACRS	200% DB	5
270	COMPEQ	COMPUTER EQUIPMENT	1/7/2004	MACRS	200% DB	6
271	COMPEQ	COMPUTER EQUIPMENT	1/19/2004	MACRS	200% DB	6
272	COMPEQ	COMPUTER EQUIPMENT	1/31/2004	MACRS	200% DB	6
273	COMPEQ	COMPUTER EQUIPMENT	2/23/2004	MACRS	200% DB	6
274	COMPEQ	COMPUTER EQUIPMENT	2/28/2004	MACRS	200% DB	5
276	COMPEQ	COMPUTER EQUIPMENT	2/28/2004	MACRS	200% DB	5
278	COMPEQ	COMPUTER EQUIPMENT	3/31/2004	MACRS	200% DB	5
277	COMPEQ	COMPUTER EQUIPMENT	3/31/2004	MACRS	200% DB	5
278	COMPEQ	COMPUTER EQUIPMENT	4/19/2004	MACRS	200% DB	5
279	COMPEQ	COMPUTER EQUIPMENT	4/19/2004	MACRS	200% DB	5
280	COMPEQ	COMPUTER EQUIPMENT	4/30/2004	MACRS	200% DB	6
281	COMPEQ	COMPUTER EQUIPMENT	4/30/2004	MACRS	200% DB	5
282	COMPEQ	COMPUTER EQUIPMENT	5/21/2004	MACRS	200% DB	5
283	COMPEQ	COMPUTER EQUIPMENT	6/2/2004	MACRS	200% DB	5
284	COMPEQ	COMPUTER EQUIPMENT	6/8/2004	MACRS	200% DB	5
286	COMPEQ	COMPUTER EQUIPMENT	6/14/2004	MACRS	200% DB	5
286	COMPEQ	COMPUTER EQUIPMENT	6/24/2004	MACRS	200% DB	5
287	COMPEQ	COMPUTER EQUIPMENT	6/25/2004	MACRS	200% DB	5
288	COMPEQ	COMPUTER EQUIPMENT	12/17/2004	MACRS	200% DB	5
316	COMPEQ	COMPUTER EQUIPMENT	6/1/2005	MACRS	200% DB	5
319	COMPEQ	COMPUTER EQUIPMENT	9/1/2005	MACRS	200% DB	5
320	COMPEQ	COMPUTER EQUIPMENT	9/1/2005	MACRS	200% DB	5
66	COMPEQ	COMPUTER EQUIPMENT LA	11/28/2001	MACRS	200% DB	5
87	COMPEQ	COMPUTER EQUIPMENT LA	12/28/2001	MACRS	200% DB	5
88	COMPEQ	COMPUTER EQUIPMENT LA	9/18/2002	MACRS	200% DB	5
89	COMPEQ	COMPUTER EQUIPMENT LA	11/8/2002	MACRS	200% DB	5
24	COMPEQ	COMPUTER EQUIPMENT	9/27/1999	MACRS	200% DB	5
310	ELECTR	ELECTRICAL UPGRADES	4/1/2005	MACRS	SL REAL	39
310	ELECTR	ELECTRICAL UPGRADES	9/1/2005	MACRS	SL REAL	39
321	ELECTR	ELECTRICAL UPGRADES	9/1/2005	MACRS	SL REAL	39
106	EQUIPL	EQUIPMENT LA	1/17/2002	MACRS	200% DB	7
90	EQUIP	EQUIPMENT	9/24/1999	MACRS	200% DB	7
91	EQUIP	EQUIPMENT	12/29/1999	MACRS	200% DB	7
92	EQUIP	EQUIPMENT	5/23/2000	MACRS	200% DB	7
93	EQUIP	EQUIPMENT	9/30/2000	MACRS	200% DB	7
94	EQUIP	EQUIPMENT	1/31/2001	MACRS	200% DB	7
95	EQUIP	EQUIPMENT	6/25/2001	MACRS	200% DB	7
96	EQUIP	EQUIPMENT	4/1/2002	MACRS	200% DB	7
97	EQUIP	EQUIPMENT	4/2/2002	MACRS	200% DB	7
98	EQUIP	EQUIPMENT	4/11/2002	MACRS	200% DB	7
99	EQUIP	EQUIPMENT	4/15/2002	MACRS	200% DB	7
100	EQUIP	EQUIPMENT	4/16/2002	MACRS	200% DB	7
101	EQUIP	EQUIPMENT	5/10/2002	MACRS	200% DB	7
102	EQUIP	EQUIPMENT	6/21/2002	MACRS	200% DB	7
103	EQUIP	EQUIPMENT	9/30/2002	MACRS	200% DB	7
104	EQUIP	EQUIPMENT	9/30/2002	MACRS	200% DB	7
207	EQUIP	EQUIPMENT	4/23/2004	MACRS	200% DB	5
322	EQUIP	EQUIPMENT	5/21/2004	MACRS	200% DB	8
106	GEN-LA	GENERATOR	3/8/2002	MACRS	200% DB	7
266	GEN-IL	GENERATOR	9/10/2004	MACRS	200% DB	5
190	GEN	GENERATOR-IL	3/11/2003	MACRS	200% DB	7
191	GEN	GENERATOR-IL	4/29/2003	MACRS	200% DB	7
213	TRANSP	INTEROFFICE TRANSPORTATION	2/24/2003	MACRS	200% LIST	5
308	LHIMP	LEASEHOLD IMPROVEMENT-1861	10/1/2005	MACRS	SL REAL	39

212 LHIMP	LEASEHOLD IMPROVEMENT-BUILDING	2/14/2003 MACRS	SL REAL	39
302 LHIMP	LEASEHOLD IMPROVEMENT-LA	9/2/2005 MACRS	SL REAL	39
301 LHIMP	LEASEHOLD IMPROVEMENT-NEWARK	9/30/2005 MACRS	SL REAL	39
107 OFQUIP	OFFICE EQUIPMENT	2/1/1999 MACRS	200% DB	7
109 OFQUIP	OFFICE EQUIPMENT	2/2/1999 MACRS	200% DB	7
109 OFQUIP	OFFICE EQUIPMENT	3/7/2002 MACRS	200% DB	6
110 OFQUIP	OFFICE EQUIPMENT	6/17/2002 MACRS	200% DB	6
111 OFQUIP	OFFICE EQUIPMENT	12/24/2002 MACRS	200% DB	6
291 OFQUIP	OFFICE EQUIPMENT	4/30/2004 MACRS	200% DB	6
292 OFQUIP	OFFICE EQUIPMENT	6/6/2004 MACRS	200% DB	5
293 OFQUIP	OFFICE EQUIPMENT	6/28/2004 MACRS	200% DB	6
294 OFQUIP	OFFICE EQUIPMENT	6/3/2004 MACRS	200% DB	5
309 OFQUIP	OFFICE EQUIPMENT	6/30/2005 MACRS	200% DB	5
112 OFFURN	OFFICE FURNITURE	3/1/1999 MACRS	200% DB	7
113 OFFURN	OFFICE FURNITURE	5/17/1999 MACRS	200% DB	7
114 OFFURN	OFFICE FURNITURE	7/23/1999 MACRS	200% DB	7
115 OFFURN	OFFICE FURNITURE	7/23/1999 MACRS	200% DB	7
116 OFFURN	OFFICE FURNITURE	7/23/1999 MACRS	200% DB	7
117 OFFURN	OFFICE FURNITURE	6/14/1999 MACRS	200% DB	7
118 OFFURN	OFFICE FURNITURE	8/24/1999 MACRS	200% DB	7
119 OFFURN	OFFICE FURNITURE	2/3/2000 MACRS	200% DB	7
120 OFFURN	OFFICE FURNITURE	2/19/2000 MACRS	200% DB	7
121 OFFURN	OFFICE FURNITURE	6/30/2000 MACRS	200% DB	7
122 OFFURN	OFFICE FURNITURE	2/9/2001 MACRS	200% DB	7
123 OFFURN	OFFICE FURNITURE	5/1/2001 MACRS	200% DB	7
124 OFFURN	OFFICE FURNITURE	8/20/2001 MACRS	200% DB	7
125 OFFURN	OFFICE FURNITURE	11/1/2001 MACRS	200% DB	7
126 OFFURN	OFFICE FURNITURE	3/20/2002 MACRS	200% DB	7
127 OFFURN	OFFICE FURNITURE	7/18/2002 MACRS	200% DB	7
128 OFFURN	OFFICE FURNITURE	7/19/2002 MACRS	200% DB	7
129 OFFURN	OFFICE FURNITURE	7/20/2002 MACRS	200% DB	7
130 OFFURN	OFFICE FURNITURE	7/20/2002 MACRS	200% DB	7
131 OFFURN	OFFICE FURNITURE	7/22/2002 MACRS	200% DB	7
132 OFFURN	OFFICE FURNITURE	7/25/2002 MACRS	200% DB	7
133 OFFURN	OFFICE FURNITURE	7/31/2002 MACRS	200% DB	7
134 OFFURN	OFFICE FURNITURE	8/30/2002 MACRS	200% DB	7
135 OFFURN	OFFICE FURNITURE	8/30/2002 MACRS	200% DB	7
136 OFFURN	OFFICE FURNITURE	9/28/2002 MACRS	200% DB	7
137 OFFURN	OFFICE FURNITURE	10/10/2002 MACRS	200% DB	7
138 OFFURN	OFFICE FURNITURE	10/30/2002 MACRS	200% DB	7
139 OFFURN	OFFICE FURNITURE	11/5/2002 MACRS	200% DB	7
140 OFFURN	OFFICE FURNITURE	11/28/2002 MACRS	200% DB	7
141 OFFURN	OFFICE FURNITURE	11/27/2002 MACRS	200% DB	7
192 OFFURN	OFFICE FURNITURE	2/5/2003 MACRS	200% DB	7
193 OFFURN	OFFICE FURNITURE	3/1/2003 MACRS	200% DB	7
255 OFFURN	OFFICE FURNITURE	5/1/2004 MACRS	200% DB	5
257 OFFURN	OFFICE FURNITURE	6/18/2004 MACRS	200% DB	5
260 OFFURN	OFFICE FURNITURE	5/19/2004 MACRS	200% DB	5
260 OFFURN	OFFICE FURNITURE	5/25/2004 MACRS	200% DB	5
260 OFFURN	OFFICE FURNITURE	7/1/2004 MACRS	200% DB	5
310 OFFURN	OFFICE FURNITURE	3/23/2005 MACRS	200% DB	5
311 OFFURN	OFFICE FURNITURE	3/29/2005 MACRS	200% DB	5
142 SEC	SECURITY EQUIPMENT	3/24/2000 MACRS	200% DB	7
143 SEC	SECURITY EQUIPMENT	6/1/2000 MACRS	200% DB	7
144 SEC	SECURITY EQUIPMENT	12/5/2000 MACRS	200% DB	7
146 SEC	SECURITY EQUIPMENT	8/22/2001 MACRS	200% DB	7
146 SEC	SECURITY EQUIPMENT	9/17/2001 MACRS	200% DB	7
147 SEC	SECURITY EQUIPMENT	10/9/2001 MACRS	200% DB	7
148 SEC	SECURITY EQUIPMENT	4/18/2002 MACRS	200% DB	7
184 SEC	SECURITY EQUIPMENT	1/16/2003 MACRS	200% DB	7
195 SEC	SECURITY EQUIPMENT	1/29/2003 MACRS	200% DB	7
196 SEC	SECURITY EQUIPMENT	1/31/2003 MACRS	200% DB	7

187 SEC	SECURITY EQUIPMENT	2/10/2003 MACRS	200% DB	7
188 SEC	SECURITY EQUIPMENT	2/24/2003 MACRS	200% DB	7
189 SEC	SECURITY EQUIPMENT	3/6/2003 MACRS	200% DB	7
202 SEC	SECURITY EQUIPMENT	6/10/2003 MACRS	200% DB	7
203 SEC	SECURITY EQUIPMENT	7/8/2003 MACRS	200% DB	7
248 SEC	SECURITY EQUIPMENT	5/13/2004 MACRS	200% DB	5
250 SEC	SECURITY EQUIPMENT	6/1/2004 MACRS	200% DB	5
251 SEC	SECURITY EQUIPMENT	6/16/2004 MACRS	200% DB	5
252 SEC	SECURITY EQUIPMENT	7/13/2004 MACRS	200% DB	5
253 SEC	SECURITY EQUIPMENT	7/16/2004 MACRS	200% DB	5
254 SEC	SECURITY EQUIPMENT	8/9/2004 MACRS	200% DB	5
200 SEC	SECURITY EQUIPMENT	3/18/2003 MACRS	200% DB	7
201 SEC	SECURITY EQUIPMENT	5/6/2003 MACRS	200% DB	7
148 SOFTW	SOFTWARE	6/28/2000 Amor	ST LINE	5
151 TELCO	TELEPHONE	10/3/2002 MACRS	200% DB	7
150 TELCO	TELEPHONE EQUIPMENT	5/2/2000 MACRS	200% DB	7
204 TELCO	TELEPHONE EQUIPMENT	3/17/2003 MACRS	200% DB	7
205 TELCO	TELEPHONE EQUIPMENT	4/9/2003 MACRS	200% DB	7
206 TELCO	TELEPHONE EQUIPMENT	4/11/2003 MACRS	200% DB	7
207 TELCO	TELEPHONE EQUIPMENT	6/13/2003 MACRS	200% DB	7
208 TELCO	TELEPHONE EQUIPMENT	6/19/2003 MACRS	200% DB	7
209 TELCO	TELEPHONE EQUIPMENT	7/8/2003 MACRS	200% DB	7
210 TELCO	TELEPHONE EQUIPMENT	8/8/2003 MACRS	200% DB	7
246 TELCO	TELEPHONE EQUIPMENT	1/8/2004 MACRS	200% DB	5
247 TELCO	TELEPHONE EQUIPMENT	3/23/2004 MACRS	200% DB	5
248 TELCO	TELEPHONE EQUIPMENT	3/28/2004 MACRS	200% DB	5
255 TELCO	TELEPHONE EQUIPMENT	6/11/2004 MACRS	200% DB	5
152 VEND	VENDING MACHINE	10/2/2001 MACRS	200% DB	7
211 VEND	VENDING MACHINE	6/8/2003 MACRS	200% DB	7
245 VEND	VENDING MACHINE	6/25/2004 MACRS	200% DB	5
312 VEND	VENDING MACHINE	1/7/2005 MACRS	200% DB	5
313 VEND	VENDING MACHINE	1/14/2005 MACRS	200% DB	5
153 VID	VIDEO GAMES	2/7/2000 MACRS	200% DB	7
154 VID	VIDEO GAMES	7/28/1998 MACRS	200% DB	7
155 VID	VIDEO GAMES	8/19/1998 MACRS	200% DB	7
156 VID	VIDEO GAMES	8/28/1998 MACRS	200% DB	7
157 VID	VIDEO GAMES	9/3/1998 MACRS	200% DB	7
158 VID	VIDEO GAMES	10/4/1998 MACRS	200% DB	7
159 VID	VIDEO GAMES	11/5/1998 MACRS	200% DB	7
160 VID	VIDEO GAMES	12/10/1998 MACRS	200% DB	7
161 VID	VIDEO GAMES	10/6/2000 MACRS	200% DB	7
162 VID	VIDEO GAMES	11/8/2000 MACRS	200% DB	7
163 VID	VIDEO GAMES	1/23/2001 MACRS	200% DB	7
164 VID	VIDEO GAMES	5/4/2001 MACRS	200% DB	7
165 VID	VIDEO GAMES	4/18/2002 MACRS	200% DB	7
243 VID	VIDEO GAMES	10/12/2004 MACRS	200% DB	5
244 VID	VIDEO GAMES	11/18/2004 MACRS	200% DB	5
314 VID	VIDEO GAMES	2/23/2005 MACRS	200% DB	5

EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”), effective as of _____, 2012 (the “Effective Date”), is made by and between Gary Domel, an individual and United States citizen (“Assignor”) and Carole A. Faulkner, an individual and United States citizen (“Assignee”).

WITNESSETH:

WHEREAS, Assignor has used the mark set forth on Exhibit A to this Agreement and has filed an application with the U.S. Patent and Trademark Office therefor (the “Mark”);

WHEREAS, pursuant to that certain Settlement Agreement between the parties, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor’s right, title, and interest in and to the Mark, pending registration and under common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

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

1. Pursuant to that certain Settlement Agreement entered into between the parties hereto and effective on September __, 2012, Assignor hereby assigns, transfers and conveys unto Assignee, all of Assignor’s right, title and interest in and to the Mark, pending registration and under common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

2. Assignor’s wife, Kimberly Domel, joins in the execution of this Agreement for purposes of conveying to the Assignee all of Kimberly Domel’s right, title and interest, if any, in and to the Mark, pending registration and under common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

3. This Agreement shall be governed by and construed in accordance with the laws of the Texas.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment effective as of the Effective Date.

ASSIGNOR

By: _____

Name: _____

Title: _____

Dated: _____

KIMBERLY DOMEL

By: _____

Name: _____

Title: _____

Dated: _____

ASSIGNEE

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A

Country	Mark	Ser. No.	Filing Date	Services
US	CIHOST	85/703,135	08/14/2012	Designing and implementing web sites for others on a global computer information network; hosting the web sites of others on a computer server for a global computer network; graphic art design computer software design for others; and computer consultation