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

In the matter of trademark application Serial No. 76321840
For the mark TARGUS
Published in the Official Gazette on November 26, 2002

ARGUS INDUSTRIES, INC., Opposer

v.

Opposition No. 91155038

TARGUS GROUP INTERNATIONAL, INC., Applicant



01-12-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #78

APPLICATION FOR WITHDRAWAL OF REPRESENTATION

Application is hereby made to the Commissioner pursuant to Trademark Rule s.2.19(b), 37 CFR 2.19(b), for approval of the withdrawal of representation of Opposer, Argus Industries, Inc. ["Opposer Argus"], by the undersigned counsel in the above matter. No responses of any kind have been received by the undersigned counsel from Opposer Argus since the time of its June 26, 2003 Notice of Assignment For Benefit of Creditors, copy attached hereto, rendering any legal representation a complete impossibility. On September 5, 2003, the undersigned confirmed an earlier withdrawal and termination of all legal representation of Opposer Argus by filing and serving a notice to the TTAB/Commissioner, to opposing counsel, and to Opposer Argus, copies attached hereto.

All future notices and documents in the present proceeding may be sent directly to Opposer Argus at the following address: Argus Industries, Inc. estate, c/o Mr. James J. Zec, Trustee, Rally Capital Services, 435 No. LaSalle Drive, Suite 301, Chicago, IL 60610.

Respectfully submitted by:

JAMES C. TUTTLE,
Counsel for Opposer Argus
Law Offices of James C. Tuttle
82 Wall Street, Suite 1105
New York, NY 10005
Phone: 212-742-7965
Fax: 212-742-7965, or 732-248-1847
Dated: January 7, 2004

APPROVAL OF COMMISSIONER OF TRADEMARKS UNDER 37 CFR 2.19(b):

_____, Dated: _____

PROOF OF SERVICE

I hereby certify that this Application For Withdrawal of Representation has been deposited in the U.S. Postal Service first-class mail, on January 7, 2004, and has been addressed to the Commissioner of Trademarks, Trademark Trial and Appeal Board, USPTO, 2900 Crystal Drive, Arlington, VA 22202, and to counsel for Applicant, S. Daniel Harbottle, Rutan & Tucker, 611 Anton Blvd., 14/Elr., P.O. Box 1950, Costa Mesa, CA 92626.

JAMES C. TUTTLE

June 26, 2003

To All Known Creditors Of Argus Industries, Inc.
1100 Howard St.
Elk Grove Village, IL 60007

rec'd 7/1/03

RE: Assignment For The Benefit Of Creditors

Dear Creditor:

Argus Industries, Inc. ("Argus"), an Illinois corporation, has been engaged as a manufacturer and distributor of cameras since 1945 and is headquartered in the northwest suburbs of Chicago.

In 2002, Argus had several contracts and outstanding letters of credit with a national distributor and retailer of office supplies and equipment to sell certain Argus merchandise in its retail stores. In late 2002, this client of Argus cancelled the contracts and letters of credit with Argus for the product that had already been delivered and for the additional merchandise that was to be delivered. Cancellation of these contracts and the letters of credit have made it difficult for Argus to fund day-to-day operations. Based on the aforementioned events, the sole shareholder and director of Argus Industries, Inc. initiated and executed an Assignment for the Benefit of Creditors to the Undersigned, not individually, but solely as Assignee/Trustee, by conveying all of the assets of Argus to the Assignee for the specific purpose of facilitating an orderly closure and liquidation of the business.

As Assignee, it is my fiduciary responsibility to account for any and all assets of Argus and to liquidate these assets for the benefit of all creditors for the highest and best possible price, in accordance with priorities established by the laws of the State of Illinois. I am further empowered, under Illinois law, to distribute the proceeds of this liquidation, less the costs of administration, to the creditors of Argus in accordance with these priorities. The established priorities are first to secured debt; second to administrative claims; third, to priority tax and wage claims and, finally, to all general and unsecured creditors on a pro-rata basis.

As of the Assignment Date, June 18, 2003, financial information provided to me from Argus, without audit or verification, indicates the following:

Assets	
Accounts Receivable (Net Collectable)	\$2,931,920.00
Inventory	\$2,821,672.00
Trademarks/Tradenames	\$594,000.00
Furniture, Fixtures & Equipment	\$80,000.00
Total Assets	\$6,427,592.00

435 North LaSalle Street
Suite 301
Chicago, IL 60610
Phone 312/645-8775
Fax 312/645-8776
www.rallyllc.com



Argus Industries, Inc.
Notice of Assignment
June 28, 2003 -
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Liabilities	
Secured Debt	\$4,235,000.00
General & Unsecured Debt	<u>\$5,094,848.00</u>
Total Liabilities	\$9,329,848.00

With respect to the foregoing, Federal and state taxes appear to be current and there are no impending wage claims.

At the time of the Assignment, negotiations were in progress with an unrelated third party for the sale of certain operating assets of Argus as a going concern. These assets include, but are not limited to, trademarks, trademark registrations, servicemarks, trademark registration applications, tradenames, all other names, slogans and copyrights relating to the business of Argus Industries, Inc., the name "Argus" and all other trade and brand names under which Argus transacted and/or performed services, all product designs, specifications, patterns, tooling, patents, advertising materials, licenses, authorizations, customer lists, pricing information, supplier lists and inventory including finished goods, work-in-process, spare parts and returns. The sale of the assets also includes payment of a fee for collection of accounts receivable and a royalty fee to be paid to the Assignee on future sales.

These negotiations resulted in an offer to purchase the operating assets on an ongoing basis, for an aggregate purchase price of \$2,500,000. At the time of the Assignment, in order to maximize potential recovery by preserving the going concern value of the respective businesses, this offer was accepted subject to the condition that the Assignee would be able to continue to market the operating assets to secure a higher and better offer.

Notice of this offer to purchase the assets of Argus has been given to all known creditors through this Notice of Assignment and through notice in the "Auction Mart" section of the *Chicago Tribune* on June 29, 2003 and July 6, 2003 (a copy of which is attached as Exhibit A). All creditors are requested to immediately complete and return to my office the enclosed Affidavit of Claim which should reflect the balance due you from Argus as of the date of the Assignment of June 18, 2003.

Kindly advance your file approximately 90 days pending our further report and/or distribution. Thank you for your cooperation and attention to this matter.

Sincerely,

James J. Zec, not individually, but solely as Assignee/Trustee of
Argus Industries Creditors Trust

475 North LaSalle Street
Suite 301
Chicago, IL 60610
Phone 312/845-6775
Fax 312/845-5736
www.rally.com

EXHIBIT A

ASSIGNEE'S RETURN OF BIDS SALE

Argus Industries, Inc. • 1100 Howard St. Elk Grove Village, IL 60007

Sale of Assets: James J. Zac, as Assignee for the benefit of creditors of Argus Industries, Inc. ("Argus") enters into an Agreement and Bill of Sale and a Collection Agreement with Hartford Computer Group, Inc. ("Hartford") to sell the Assignee's right, title and interest in and to the Company's assets (the "Assets"), free and clear of three recorded bank liens, including trademarks, trademark registrations, servicemarks, trademark registrations applications, tradenames, all other names, slogans and copyrights relating to the business of Argus Industries, Inc., the name "Argus" and all other Trade and brand names under which Argus transacted and/or performed services, all product designs, specifications, patterns, tooling, patents, advertising materials, licenses, subscriptions, customer lists, pricing information, supplier lists and inventory including finished goods, work-in-process, spare parts and returns, for a purchase price of \$2,700,000, plus or minus pro-rata. As further consideration, Hartford will collect accounts receivable of Argus for a fee and will pay a royalty for future sales of Argus products for four years. As a condition to this sale, the Assignee has reserved the right to solicit higher and better offers for these Assets.

Terms & Conditions: A Return of Bids Sale will take place on July 11, 2003 at 10:00 a.m. at the offices of Rally Capital Services, 435 North LaSalle St., Suite 301, Chicago, IL 60610. The Assets shall be offered as a single lot on an "as-is, where-is" basis. Any competitive bid must be in an amount equal to at least \$2,700,000, plus or minus pro-rata and on the same terms and conditions as Hartford's bid.

Any such competitive bid must be accompanied by a cashier's or certified check payable to the Assignee in an amount equal to ten percent (10%) of the purchase price, with the balance payable in available funds within twenty-four (24) hours. If the successful bidder fails to pay the balance of his or her successful bid, the initial deposit will be forfeited and the assets may, at the Assignee's option, be sold to the next highest bidder without prejudice to or waiver of Assignee's rights and remedies against the defaulting high bidder. The Assignee reserves the right to adjourn the sale from time to time without further notice. The Assignee further reserves the right to determine the qualifications of any bidder, including the ability to close the transaction on the terms and conditions referenced herein.

The Assets sold or to be sold are being sold as a single lot "as-is, where-is" and with no express or implied warranties, representations, statements or conditions of any kind including but not limited to warranties of merchantability or fitness for a particular purpose, and are to be sold in accordance with the terms and provisions of the attached Purchase Agreement.

For further information concerning the Assets, the Agreement and Bill of Sale, the Collection Agreement, or to arrange an inspection of the Assets, please contact the Assignee.

Assignee
James J. Zac
Rally Capital Services, LLC
435 North LaSalle St.
Suite 301
Chicago, IL 60610
(312) 845-1875

Attorney for Assignee
Bruce L. West, Esq.
Tobler & West, Ltd.
200 South Wacker Dr.
Suite 2800
Chicago, IL 60606
(312) 876-3800

Attorney for Bidder
Sheldon Solow, Esq.
Daniel Zarow, Esq.
Kaye Scholer
70 West Madison, Suite 400
Chicago, IL 60602
(312) 583-2370



AFFIDAVIT OF CLAIM

RE: **Argus Industries, Inc.**
1100 Howard St.
Elk Grove Village, IL 60007

We, the undersigned, do hereby file our claim in the amount of:
\$ _____

insert dollar amount of claim
(Principal amount of debt only - No finance or debt service charges)

COMPANY NAME: _____
(Please print clearly)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NAME: _____ TITLE: _____

PHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

*In order to process your claim properly,
please enclose invoices or other supporting data
regarding your claim.*

MAIL TO:
Rally Capital Services
435 North LaSalle Drive
Suite 301
Chicago, IL 60610
ATTN: Argus Industries Creditors Trust

OR

FAX TO:
Claims Department
(312) 845-1976

"PLEASE RETURN AFFIDAVIT BY SEPTEMBER 26, 2003"

435 North LaSalle Drive
Suite 301
Chicago, IL 60610
Phone 312/845-1975
Fax 312/845-1976
www.rally.com

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

In the matter of trademark application Serial No. 76321840
For the mark TARGUS
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v.

Opposition No. 91155038

TARGUS GROUP INTERNATIONAL, INC., Applicant

NOTICE OF WITHDRAWAL OF REPRESENTATION

Notice is hereby given that the undersigned has withdrawn and terminated representation of Opposer, Argus Industries, Inc., in the above matter. All future notices and documents in the present proceeding should be sent directly to Opposer Argus at the following address: Argus Industries, Inc., c/o Mr. James J. Zec, Trustee, Rally Capital Services, 435 No. LaSalle Drive, Suite 301, Chicago, IL 60610.

Respectfully submitted by:




JAMES C. TUTTLE,
Counsel for Opposer Argus
Law Offices of James C. Tuttle
82 Wall Street, Suite 1105
New York, NY 10005
Phone: 212-742-7965
Fax: 212-742-7965, or 732-248-1847

Dated: September 5, 2003

PROOF OF SERVICE

I hereby certify that this Notice of Withdrawal of Representation has been deposited in the U.S. Postal Service first-class mail, on September 5, 2003, and has been addressed to the Commissioner of Patents and Trademarks, Trademark Trial and Appeal Board, USPTO, 2900 Crystal Drive, Arlington, VA 22202, and to counsel for Applicant, S. Daniel Harbottle, Rutan & Tucker, 611 Anton Blvd., T47K, P.O. Box 1950, Costa Mesa, CA 92626.



JAMES C. TUTTLE

FILE

**LAW OFFICES OF
JAMES C. TUTTLE**

82 Wall Street
Suite 1105
New York, NY 10005
Phone: 212-742-7965
Fax: 212-742-7965 or
732-248-1847

1707 L Street, NW
Suite 725
Washington, DC 20036
Phone: 202-223-4433
Fax: 202-659-3804

Affiliate Offices:
Singapore
Phone: 656-638-1800
Fax: 656-638-1800
Alcala, Spain
Phone: 34-96-582-3142
Fax: 34-96-582-2846

September 5, 2003


S. Daniel Harbottle, Esquire
Rutan & Tucker
611 Anton Blvd., 14/Fir.
P.O. Box 1950
Costa Mesa, CA 92626

**RE: TRADEMARK OPPOSITIONS
NO. 91155038 ["TARGUS"], AND
NO. 91156626 ["TARGUS ESSENTIAL ACCESSORIES FOR MOBIL COMPUTING"]**

Dear Mr. Harbottle:

Inasmuch as we have withdrawn and terminated our representation of Opposer Argus Industries, Inc. in both of the above matters, we return herewith your tendered discovery Interrogatories and Requests for Production dated August 29, 2003 in Opposition No. 91155038 ("TARGUS"), so that you may address them directly to Argus at its Illinois address as set forth in the enclosed copies of our Withdrawal of Representation.

Sincerely,



James C. Tuttle

JCT/cjb
enclosures
cc: Argus Industries, Inc.