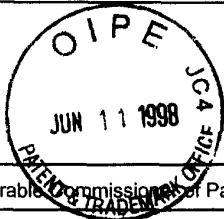


MRO 6-11-98

FORM 1595

06-19-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



100742954

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bismuth Cartridge, L.L.C.

- Individual  Association
- General Partnership  Limited Partnership
- Corporation-State
- Other Limited Liability Company Texas

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Bismuth Acquisition Corporation  
6420 Wilshire Boulevard, 20th Floor  
Los Angeles, CA 90048

- Individual (s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporate-State Texas
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No

Additional name(s) & addresses(es) attached?

Yes  No

3. Name of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: April 16, 1998

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

A. Trademark Application No.(s) 75/073,266

B. Trademark Registration No.(s) 1,811,510  
1,842,871  
1,833,780

Additional numbers attached?  Yes  No

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

George R. Repper  
Rothwell, Figg, Ernst & Kurz, P.C.  
555 13th Street, N.W.  
Suite 701-E  
Washington, D.C. 20004

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): . . . . \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

06/18/1998 TTOM11 00000134 1811510

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

DO NOT USE THIS SPACE

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.*

George R. Repper 31.414

Name of Person Signing

Signature

6-11-98

Date

Total number of pages including cover sheet, attachments and documents: 6

SCHEDULE A

TRADEMARKS

**MOLYSHOT**

**NO-TOX**

**NO-TOX (STYLIZED)**

**THE BISMUTH CARTRIDGE COMPANY NO-TOX AND DESIGN**

TRADEMARK APPLICATION

Mark: **MOLYSHOT**

Serial No: 75/073,266

Filing Date: 03/15/96

TRADEMARK REGISTRATIONS

Mark: **NO-TOX**

Reg. No: 1,811,510

Reg. Date: 12/14/93

Mark: **NO-TOX (STYLIZED)**

Reg. No: 1,842,871

Reg. Date: 07/05/94

Mark: **THE BISMUTH CARTRIDGE COMPANY NO-TOX  
AND DESIGN**

Reg. No: 1,833,780

Reg. Date: 05/03/94

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is effective as of the 16th day of April 1998, by Bismuth Cartridge, L.L.C., a Texas limited liability company ("Bismuth") to Bismuth Acquisition Corporation, a Texas corporation ("BAC").

### RECITALS

WHEREAS, Bismuth has adopted, used, is using, and is the owner of certain names, symbols, logos, trademarks applications, and trademarks, whether registered or not, on or in connection with its products and services (the "Marks");

WHEREAS, Bismuth wishes to assign such Marks, along with the goodwill associated with such Marks to BAC, and BAC wishes to accept such assignment, such that BAC may enjoy the exclusive ownership of the Marks and the rights appurtenant thereto.

### AGREEMENT

#### 1.0 Assignment

In consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bismuth hereby assigns, transfers and conveys to BAC, and BAC hereby accepts, the full and exclusive right, title and interest in and to the Marks, together with the goodwill associated with such Marks, the same to be held and enjoyed by BAC for his own use and enjoyment and for the use and enjoyment of his successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Bismuth if this assignment had not been made; and all claims for damages by reason of past infringement of such Marks, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

#### 2.0 Power to Assign Good Title

Bismuth represents and covenants and agrees that it is the owner of the Marks covered by this Assignment including those trademarks and trademark registrations listed in Exhibit A, and that no assignment, sale, agreement or encumbrances has been or will be made or entered into which would conflict with this assignment and that Bismuth otherwise has full power to make this assignment.

#### 3.0 Further Assurances: Delivery of Instruments and Conveyance

Bismuth covenants and agrees that, at the request of BAC and without further consideration, Bismuth will execute and deliver or cause to be executed and delivered such other instruments of conveyance, transfer and assignment and take such further action as BAC may reasonably request in order to better grant,

bargain, sell, assign, transfer, convey, set over or deliver to BAC its successors and assigns, the Marks transferred or intended to be transferred hereunder.

4.0. Further Assurances: Cooperation In Legal Proceedings

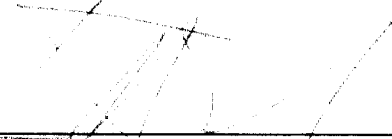
Bismuth covenants and agrees that it will, upon BAC's request, promptly provide BAC with all pertinent facts and documents relating to such Marks as may be known and accessible to Bismuth and will testify as to the same in litigation related thereto. Bismuth further covenants and agrees it shall promptly execute and deliver such other documents, provide such other evidence within the knowledge and belief of its employees, agents or others in its control, and do all other relevant things that BAC may deem necessary or desirable and request of it in connection with applying for or obtaining trademark protection throughout the world for the Marks, maintaining or renewing any of the applications or registrations, or in connection with any proceeding, controversy or litigation pertaining to any of the applications or registrations, or in order to perfect and/or enforce BAC's ownership in the right, title and interest in and to the Marks conveyed by this Assignment, or in connection with any other matter relating to or arising out of this Assignment, and that it will do all of these things without further need for payment of money or other consideration to it on the understanding that BAC will bear all reasonable expenses actually incurred for or in connection with such matters.

5.0 Jurisdiction and Venue

This Assignment shall be governed by and construed in accordance with the laws of the United States and the State of Texas (without regard to the conflicts of law principles thereof) and will, to the maximum extent practicable, be deemed to call for performance in Dallas County, Texas. Federal and state courts in Dallas County, Texas shall have exclusive jurisdiction over disputes with respect to this assignment.

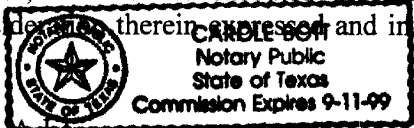
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Assignment on the dates and in the capacities shown below.

**BISMUTH CARTRIDGE, L.L.C.**

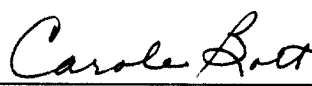
By:   
William S. Montgomery, Jr.  
President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared William S. Montgomery, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of said Bismuth Cartridge, L.L.C., and that he executed the same as the act of such company for the purposes and consideration therein expressed and in the capacity therein stated.



[S E A L]

  
Notary Public in and for the State of Texas

My Commission Expires:  
9-11-99

Carole Bott  
Printed Name of Notary Public

**BISMUTH ACQUISITION CORPORATION**

By: Philip E. Trimbach  
Philip E. Trimbach  
President

STATE OF California §  
§  
COUNTY OF Los Angeles §

BEFORE ME, the undersigned authority, on this day personally appeared Philip E. Trimbach, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of said Bismuth Acquisition Corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.



My Commission Expires:

May 09 2001

Marian E. Hishinuma  
Notary Public in and for the State of California

Marian E. Hishinuma  
Printed Name of Notary Public

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