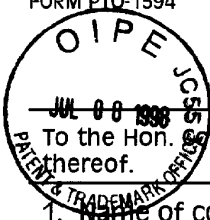


07-15-1998



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7/8/98

To the Hon. Commissioner of Patents & Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>ZIDELL VALVE CORPORATION</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Other <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State of Oregon</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: DIAMOND GEAR COMPANY, LTD.</p> <p>Street Address: 10600 Corporate Drive Stafford, Texas 77477</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation - <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <input type="checkbox"/> Security Agreement</p> <p>Execution Date: July 2, 1998</p>	

<p>4. Application number(s) or registration (numbers):</p>	
<p>A. Trademark Application No(s).</p> <p>75/131,715</p>	<p>B. Trademark Registration No(s).</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>YOUNG & THOMPSON Second Floor 745 South 23rd Street Arlington, VA 22202</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account No. 25-0120 (Attach duplicate copy of this page if paying by deposit account.)</p>

07/15/1998 DCDATES 00000027 250120 75131715
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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.

Robert F. Hargest
Name of Person Signing

July 8, 1998
Date

Total number of pages including cover sheet: [3]

UNITED STATES

TRADEMARK ASSIGNMENT

NUNC PRO TUNC

WHEREAS, Zidell Valve Corporation, a corporation organized and existing under the laws of the State of Oregon, (hereinafter called "Assignor") owned the trademark "DIAMOND" and application serial number 75/131,715 filed July 9, 1996 for registration of the trademark "DIAMOND" in class 7 with the United States Patent and Trademark Office (hereinafter called "Assigned Mark");


AND WHEREAS, said Assignor, has sold certain of its business and assets including the entire right, title, and interest in and to said Assigned Mark and application for registration of the Assigned Mark together with the goodwill of the business in connection with which the Assigned Mark is and has been used, to Diamond Gear Company, Ltd., a limited partnership existing under the laws of the State of Texas (hereinafter called "Assignee"), effective on March 1, 1997, in exchange for various good and legal consideration, but without formal written assignment of the Assigned Mark;

NOW, THEREFORE, said Assignor cognizant of the March 1, 1997 business transaction hereby executes this nunc pro tunc assignment in order to clarify ownership of the Assigned Mark and to confirm that the Assignor does hereby sell, assign, transfer and convey to the Assignee, its successors and assigns or their legal representatives, (a) the entire, right, title, and interest of the Assignor in and to the Assigned Mark and application for registration of the Assigned Mark and all extensions and renewals thereof, together with the goodwill of the business in connection with which the Assigned Mark is and has been used, and (b) all rights, interest, claims, demands, recoverable in law or in equity, that the Assignor has or may have in profits and damages for past and future infringements of the Assigned Marks, including without limitation, the right to compromise, sue for and collect said profits and damages; the same to be held and

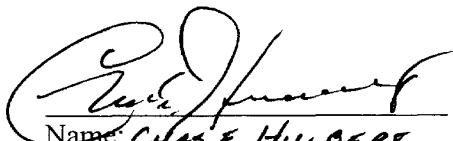
enjoyed by the Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by the Assignor had this Agreement not been made.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be duly executed this 2 day of JULY, 1998.

ZIDELL VALVE CORPORATION

by: 
Name: DAVID W. SCOTT
Title: PRESIDENT

Witness:


Name: CHAS. E. HULBERT
Title: V.P.