

MRD
9-21-98

09-24-1998



RECEIVED

To the Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Bennett Technologies, LLC
100 East Second Street
P.O. Box 68
Lake Lillian, MN 56253

- Individuals
- General Partnership
- Corporation—State of Delaware
- Other:
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: July 24, 1997

100837733

Bi-Phase Technologies, LLC
1800 South Baltimore Avenue
Tulsa, Oklahoma 74119

1998 SEP 21 PM 12:43

OPR/FINANCE

- Individual(s) citizenship
- General Partnership
- Corporation—State of Delaware
- Other:
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

2,039,215

Additional numbers attached? Yes No

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

Name: Curtis B. Hamre
Address: Merchant, Gould, Smith, Edell,
Welter & Schmidt, P.A.
3100 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-4131

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Curtis B. Hamre

Name of Person Signing

Signature

September 16, 1998

Date

09/23/1998 DNGUYEN 00000023 2039215

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Total number of pages including cover sheet, attachments, and document: 23

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Mail documents to be recorded with required cover sheet information to:

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TRADEMARK
REEL: 1792 FRAME: 0161

TRADEMARK ASSIGNMENT

WHEREAS, Bennett Technologies, LLC, a Delaware corporation, with a principal place of business at 100 East Second Street, P.O. Box 68, Lake Lillian, Minnesota 56253 ("Assignor") has adopted, owns and is using the Mark LPEFI ("the Mark") in connection with the following goods and/or services: liquid propane electronic fuel injection system for vehicle engines comprised of fuel injectors, regulators and fuel rails sold as a unit; vehicle engine parts; namely, fuel injectors and fuel rails for use with liquid propane fuel injection systems; and

WHEREAS, Assignor owns a federal Registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the above-mentioned goods and/or services, Registration No. 2,039,215, in connection with liquid propane electronic fuel injection system for vehicle engines comprised of fuel injectors, regulators and fuel rails sold as a unit; vehicle engine parts; namely, fuel injectors and fuel rails for use with liquid propane fuel injection systems in International Class 7, registered on February 18, 1997; and

WHEREAS, Bi-Phase Technologies, LLC, a Delaware limited liability company, with offices located at 1800 South Baltimore Avenue, Tulsa, Oklahoma 74119 ("Assignee"), desires to acquire the Mark, the goodwill appurtenant thereto, and the above-referenced Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers the Mark, together with the goodwill associated therewith, the above-referenced trademark Registration therefor, and all of Assignor's rights therein, to Assignee so long as the License Agreement of Appendix A is not terminated in accordance with paragraph 10.3 in which case the trademark, goodwill, Registration and rights assigned herein revert to Assignor.

Bennett Technologies, LLC

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

By: *David E. Bennett*
Name: DAVID E. BENNETT
Title: PRESIDENT

Subscribed and sworn to before me
this 24th day of July, 1997.

Date effective as of: July 24, 1997

Denise J. Vandale
Notary Public
My Commission Expires: Jan 31, 2000

