

12-15-1998



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12-9-98

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Effective Date  
Month Day Year

Change of Name

Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/11/1998 DNGUYEN 00000312 1353/59

FOR OFFICE USE ONLY

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40.00 DP

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1353759"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Francis Hsueh

12/7/98

Name of Person Signing

Signature

Date Signed

## GENERAL BILL OF SALE AND ASSIGNMENT

KNOW ALL BY THESE PRESENTS that Southwest Energy Control Systems, Inc., a Delaware corporation (the "Grantor"), for good and sufficient consideration to Grantor in hand paid (the receipt of which is hereby acknowledged), does hereby bargain, sell, convey, assign, transfer and deliver unto BSKR, Inc., a Texas corporation ("Grantee"), its successors and assigns, all of the right, title and interest of Grantor as of the date hereof in and to all assets owned by Grantor, including, but not limited to, all cash on hand, cash in banks, accounts and notes receivable, supplies, consumables, raw materials, work-in-process, finished goods, real property, buildings, facilities, equipment, machinery, automobiles, trucks, trailers, rolling stock, furniture, fixtures, materials handling equipment, storage bins and racks, tooling, jigs, dies, hand tools, office supplies, office equipment, computers, printers, terminals, software, copiers, communications equipment, operating and maintenance manuals, parts and parts lists, customer lists and records, personnel files and records, payroll records, accounting books and records, contracts, contract rights, sales and purchase orders, drawings, engineering data, and all other personal property, whether or not similar in nature to that enumerated herein.

TO HAVE AND TO HOLD said assets and property, unto Grantee, its successors and assigns, to and for its and their own use and benefit forever, and Grantor, and its successors and assigns, covenant and agree to and with Grantee to warrant and defend the transfer and assignment of said assets and property unto Grantee, its successors and assigns, against all and every person and persons whomsoever.

Grantor hereby irrevocably constitutes and appoints Purchaser, its successors and assigns, and each of them, the true and lawful attorney of Grantor, with full power of substitution, and gives and grants unto Grantee, its successors and assigns, and each of them, full power and authority in the name of Grantor, its successors and assigns, and each of them, from time to time, to demand, sue for, recover, receive, compound, acquit, release and discharge any and all rights, demands, moneys, claims and choses in action of every kind and description whatsoever, arising out of, incident to or in connection with any of the property, rights, business and assets which are conveyed to Grantee in accordance with this instrument, and generally from time to time, to make, execute, do and perform such other acts and things concerning such property, rights, business and assets with like power and as fully as Grantor could or might have done, hereby ratifying and confirming all and whatever Grantee, its successors and assigns, or any of them, shall lawfully do or cause to be done with respect thereto. Grantor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Grantor. Grantor agrees further that Grantee shall retain for its own account any amounts collected pursuant to the foregoing powers, including any sums payable as

