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

1. Name of conveying party(ies):

MMI Products, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

2. Name and address of receiving party(ies)

Name: Bristol Investments, Inc.

Internal Address:

Street Address: 636 South 66th Terrace

City: Kansas City State: KS ZIP: 66111

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

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

Execution Date: September 4, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

899,048

Additional numbers attached? Yes No

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

Name: Wade Kerrigan

Internal Address: c/o Blackwell Sanders

Peper Martin LLP

Street Address: 2300 Main Street, Suite 1000

City: Kansas City State: MO ZIP: 64108

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Wade Kerrigan

Name of Person Signing

Wade Kerrigan

Signature

12/14/98

Date

Total number of pages including cover sheet, attachments, and document: 3

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

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1826 FRAME: 0776

## TRADEMARK ASSIGNMENT

**WHEREAS**, MMI Products, Inc., a Delaware corporation (“Assignor”) has adopted, used, owns and is using the “SNAPLUG,” “FORM-RITE,” “AMERICAN CONCRETE SYSTEMS,” “ACS” and “EDOCO” marks in connection with certain cement and bonding agent products (the “Marks”);

**WHEREAS**, Assignor owns a federal registration for the “SNAPLUG” mark on the Principal Register of United States Patent and Trademark Office, Registration No. 899048, registered for a bonding agent to secure cement plugs used to fill construction voids in cement surfaces (the “Registration”); and

**WHEREAS**, Bristol Investments, Inc., a California corporation (“Assignee”) desires to acquire the entire right, title and interest in and to said Marks and Registration and the goodwill associated therewith (the “Trademark Rights”).

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark Rights, together with that portion of the good will of the business of Assignor connected with the use of and symbolized by the trademarks included in the Trademark Rights and the know how associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

Section 2. Further Assurances. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

Section 3. No Liens or Encumbrances. Assignor further warrants that the Trademark Rights are not subject to any liens, encumbrances, mortgages, licenses, or other interests of third parties.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR

By: Lyle D. Bungamer  
Name: LYLE D. BUNGAMER  
Title: VICE PRESIDENT

STATE OF Missouri )  
 ) ss.  
COUNTY OF Jackson )

On this 4 day of Sept., 1998, before me appeared Lyle D. Bungamer, to me personally known, who, being by me duly sworn did say that (s)he is a Vice Pres. of MMI Products, Inc., a Del. corporation, and that said instrument was signed and sealed on behalf of said corporation and acknowledged to me that (s)he executed the same as the free act and deed of said corporation.

Nicole C. Frerker  
Notary Public

My commission expires:

1/14/2002

[SEAL]

NICOLE C. FRERKER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: Jan. 14, 2002