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MKR 12.20.99

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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS, FOR THE ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Road Warrior International

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: Nevada
- Other:

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

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

Name: AR Industries, Inc.
Street Address: 3201 S. Shannon Street
City: Santa Ana **State:** CA **ZIP:** 92704

- Individual
- 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) and address(es) attached?
 Yes No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) December 15, 1999

4. Application numbers and registration numbers:

- a. Trademark Application Nos:
See attached listing.
- b. Trademark Registration Nos:
See attached listing.

Additional numbers attached? Yes No

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

Name: Diane M. Reed
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach **State:** CA **ZIP:** 92660
Attorney's Docket No.: ARINDUS.

7. Total fee (37 CFR 3.41): \$590

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications/registrations involved: 23

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.

Diane M. Reed
Name of Person Signing

Signature

12/14/99
Date

Total number of pages including cover sheet, attachments and document: 5

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

02/04/2000 DMGUYEN 00000038 1592842

01 FC:481 40.00 00
02 FC:482 550.00 00

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

ATTACHMENT TO RECORDATION FORM COVER SHEET

Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
ROAD WARRIOR and Design	1,592,842	04/24/90	9
ROAD WARRIOR	1,610,397	08/21/90	8
TELECOUPLER	1,685,749	05/05/92	9
ROAD WARRIOR	1,909,226	08/01/95	9
ROAD WARRIOR and Design	1,920,847	09/19/95	16
MODEM SAVER	1,949,203	01/16/96	9
ROAD WARRIOR and Design	2,030,468	01/14/97	9
BULLET DRIVE	2,075,505	01/01/97	9
WARRIOR.COM	2,088,954	08/19/97	42
MODEM DOUBLER	2,098,743	09/23/97	9
ROAD WARRIOR OUTPOST	2,122,739	12/23/97	42
ROAD WARRIOR	2,229,196	03/02/99	9

Federal Trademark Applications:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
ROAD WARRIOR	74/514,281	04/19/94	9
ROAD WARRIOR	75/100,911	05/08/96	35
ROAD WARRIOR APPROVED	75/119,475	06/13/96	A
MOBILE WARRIOR	75/178,110	10/03/96	9
BULLET DRIVE EXPRESS and Design	75/442,256	02/27/98	9
SUPERDUPE	75/442,257	02/27/98	9
MODEM SAVER PLUS	75/442,258	02/27/98	9
MODEM SAVER INTERNATIONAL	75/442,259	02/27/98	9
ROAD WARRIOR	75/698,415	05/05/99	18
ROADWARRIOR.COM	75/702,848	05/03/99	35, 42
ROAD WARRIOR	75/705,232	06/07/99	35, 37

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 15 day of DEC, 1997, by and between Road Warrior International, a Nevada corporation having a place of business at 3201 South Shannon, Santa Ana, CA 92704 (hereinafter referred to as "ASSIGNOR"), and AR Industries, Inc., a California corporation having a place of business at 3201 South Shannon, Santa Ana, CA 92704 (hereinafter referred to as "ASSIGNEE");

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations and applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations and Applications");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Applications and Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademarks, Applications and Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at SANTA ANA CA, this 15 day of DEC, 1997.

Road Warrior International
a Nevada corporation

By: R. S. Huslyk
Rod Huslyk

Executed at SANTA ANA CA, this 15 day of DEC, 1999.

AR Industries, Inc.
a California corporation

By: Rod Hosilyk
Rod Hosilyk

STATE OF)
) ss.
COUNTY OF)

On 12/15/99, before me, Amal Baradehi, personally appeared Rod Hosilyk ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Amal Baradehi
Signature

