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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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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 #

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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 conveying 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.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
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01 FC:481 (40.00 CH)
02 FC:482 (125.00 CH)

TRADEMARK
REEL: 002041 FRAME: 0949

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

(214) 969-1130

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)

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.

Pamela S. Ratliff

Name of Person Signing

Pamela S. Ratliff
Signature

1/26/00

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement"), effective as of January 1, 2000 (the "Effective Date") is made by and between Fintube Limited Partnership, a Delaware limited partnership ("Assignor"), and Fintube Technologies, Inc., an Oklahoma corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, this Agreement is entered into pursuant to and subject to the conditions of an Asset Purchase Agreement signed by the parties on January 3, 2000;

WHEREAS, Assignor is the owner of the trademarks listed on attached Exhibit A, the patents listed on attached Exhibit B, the trade secrets listed in the form of a non-confidential index on attached Exhibit C, the copyrights listed on attached Exhibit D, the trade names listed on attached Exhibit E, the Internet domain names listed on attached Exhibit F and the software and technology agreements listed on attached Exhibit G to this Agreement (collectively, the "Intellectual Property");

WHEREAS, Assignor agrees to assign and Assignee agrees to acquire all of Assignor's right, title, and interest in and to the Intellectual Property, including the goodwill of the business symbolized by the trademarks, and the right to recover damages and profits for past infringement of the Intellectual Property; and

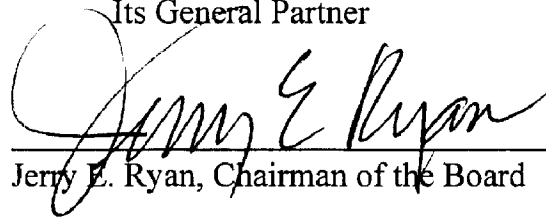
NOW, THEREFORE, in consideration of the premises, \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Intellectual Property, including the goodwill of the business symbolized by the trademarks and the right to recover damages and profits for past infringement of the Intellectual Property.
2. Assignor and Assignee agree to promptly execute any and all documents, including but not limited to powers of attorney and special form assignment agreements, and to take all actions which may be necessary to record the assignment of the Intellectual Property in the United States and foreign countries.
3. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Oklahoma.

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment effective as of the date first above written.

FINTUBE LIMITED PARTNERSHIP
A Delaware limited partnership

By: DIVISION FINTUBE CORPORATION
An Oklahoma corporation
Its General Partner



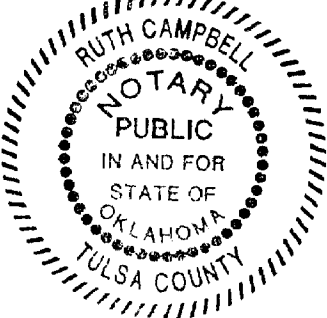
Jerry E. Ryan, Chairman of the Board

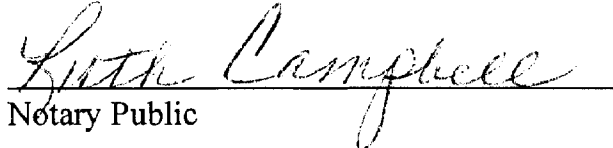
STATE OF Oklahoma §
COUNTY OF Tulsa §

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Jerry E. Ryan, who stated that he was the Chairman of the Board of Division Fintube Corporation, an Oklahoma corporation, general partner of Fintube Limited Partnership, a Delaware limited partnership, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and limited partnership, and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 5th day of January, 2000.

Notary Seal:





Notary Public

FINTUBE TECHNOLOGIES, INC.
An Oklahoma corporation

By: *Robert F. Spears*
Robert F. Spears
Vice President and Secretary

STATE OF Oklahoma §
 §
COUNTY OF Tulsa §

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Robert F. Spears, who stated that he was the Vice President and Secretary of Fintube Technologies, Inc., an Oklahoma corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 3rd
day of January, 2000.

Notary Seal:

Ruth Campbell
Notary Public

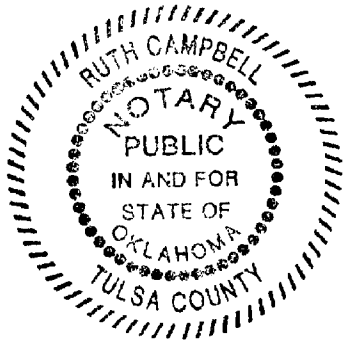


EXHIBIT A

TRADEMARKS

TRADEMARK	COUNTRY/STATE	REGISTER NO.	GOODS/SERVICES
AEROSEG	United States	75/634,701 This is a pending application that has been approved for publication as of November 1999.	Metal heat exchange tubes in Int'l Class 6.
ESCOA	United States	873,786	Finned tubes for use in heat exchangers in Int'l Class 11.
KENTUBE	United States	1,023,700	Heat exchangers for industrial use, comprising convectors and convection sections, fuel economizers, and extended surface heat exchanger coils in Int'l Class 11.
SOLIDFIN	United States	922,815	Finned tubes for use in heat exchangers in Int'l Class 11.
TURB-X	United States	873,787	Finned tubes for use in heat exchangers in Int'l Class 11.
CHANNELFIN ¹	United States	1,192,887	Finned tubing used in boiler stack economizers, double pipe heat exchangers and multi-tube heat exchangers in Int'l Class 11.
ESCOA	Oklahoma	25,745	Finned tubes.
KENTUBE	Oklahoma	25,746	Finned tubes.

¹This mark may no longer be in use. It is registered on the supplemental register. Trademark Office records show Division Fintube Corporation as the owner.

TURB-X ₁	Oklahoma	23,022	Finned tubes.
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UNREGISTERED TRADEMARKS

X-ID	RETROMISER/RETROMIZER	OWP	SCS
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EXHIBIT B

PATENTS

Title	Country	Status	Comments
Aero Curve Fin Segment	United States	Pending. Application filed 7/2/98. Application No. 09/109,981.	Utility patent. Application abandoned 11/28/99 but can be revived as late as 2/28/00.
Aero Curve Fin Segment	PCT	Pending. Application filed 11/22/99.	Utility patent. Designating European patent, China, Japan, S. Korea, India and Indonesia.
Aero Curve Fin Segment	Malaysia	Pending. Application filed 11/25/99.	Utility patent.
Bump Fin	United States	Pending. Application filed 10/30/97.	Design patent. No foreign applications. Abandoned on 11/28/99. Can be revived as late as 2/28/2000.
Enhanced Serrated Fin for Finned Tube	United States	Registered 8/31/93. Registration No. 5,240,070.	Utility patent. Expired 8/31/97.
Flow Dependent Finned Tube	United States	Registered 8/16/94. Registration No. 5,337,807.	Utility patent. Continuation-in-part of 5,240,070 now expired. No foreign applications.
Laser Assisted High Frequency Welding	United States	Registered 8/30/94. Registration No. 5,343,015.	Utility patent. No foreign applications.
Process for Making a Strip From a Rod (In foreign applications, "Process for Making a Strip From a Hot Rolled Rod").	United States	Registered 6/17/97. Registration No. 5,638,714.	Utility patent. Continuation-in-part of 08-230,350 now abandoned. Foreign applications filed.
Process for Making a Strip From a Hot Rolled Rod	China	Pending. Application filed 3/31/95. Application No. 95197719.9.	Utility patent.
Process for Making a Strip From a Hot Rolled Rod	Japan	Registered. Patent issued 10/8/99. Patent No. 2989670.	Utility patent.

Process for Making a Strip From a Hot Rolled Rod	South Korea	Registered. Application filed 3/31/95. Application No. 1997-706865. Patent registered 9/6/99. Patent No. 232421.	Utility patent. Paid issue fee 9/6/99.
Process for Making a Strip From a Hot Rolled Rod	Singapore	Pending. Application filed 3/31/95. Application No. 9704245-1.	Utility patent.
Process for Making a Strip From a Hot Rolled Rod	Malaysia	Pending. Application filed 4/19/95. Application No. PI 9501022.	Utility patent.
Process for Making a Strip From a Hot Rolled Rod	India	Pending. Application filed 4/17/95. Application No. 175/BOM/1995.	Utility patent.
Process for Making a Strip From a Hot Rolled Rod	Indonesia	Registered. Application filed 4/18/95. Registration No. ID 0 003 197. 10/9/98 is believed to be the issue date.	Utility patent.
Process for Making a Strip From a Hot Rolled Rod	European	Registered 6/9/99. Patent No. 0817687B.	Utility patent.
Process for Making a Strip From a Hot Rolled Rod	Italy	Pending. Application no. 26262BE/99.	Utility patent.
Process for Making a Strip From a Hot Rolled Rod	German	Pending. Application no. 69510236.2.	Utility patent.
Process for Making a Strip From a Hot Rolled Rod	Spain	Pending. Application no. 959115420.4.	Utility patent.
Texturized Fin	United States	Registered 1/3/95. Registration No. 5,377,746.	Utility patent. No foreign applications.

TRADE SECRETS

*The following is a non-confidential index of the confidential trade secret information assigned.

A. KFP Trade Secrets

1. Serrator
 - a. Inrack
 - b. Outrack
 - c. Weld Area
 - (1) Leads
 - (2) Powered 3-Way Weld Head
 - (3) Impedance Transformer
 - (4) Deforming Wheel
 - (5) Breakup Roller
 - (6) Flash Detector
 - (7) Insulation
 - (8) Weld Tank
 - d. Drive Table
 - e. PLC Programming
 - f. Operating Manual
 - g. Finished Tube Bundle Removal
 - h. AeroSeg Fin
 - I. UT Fin Weld Tester

B. TEKTUBE Trade Secrets

1. Semi-automatic Bundling System

C. XID Trade Secrets

1. Tooth Shape on Tooling and Patterned Strip
2. Heat Transfer Testing Program
3. Pattern Tool Attachment to Arbor
4. Method of Hot Forming of Strip
5. Pattern Marker Arrangement in Patterned Strip
6. Mill Entry and Exit Guides

7. Starting Strip Widths and Thicknesses
8. Patterning Roll Alloys
9. Overall Mill Design Specifics
 - a. Load Capacities
 - b. Horsepower Requirements
 - c. Speed Capabilities

D. KFP Economizers

1. Correlations used to Predict Economizer Performance of Finned Tube Configurations
2. Correlations used to Predict Economizer, Air Preheater, etc. Performance of X-ID Tube Configurations
3. Computer Programs for Optimizing the Design of Economizer and other Heat Transfer Equipment
4. Computer Programs for Generating Bills of Materials and Costs of Economizers and other Heat Transfer Equipment
5. Computer Programs for Predicting Performance of Air Preheaters
6. Computer Programs for Generating Bills of Materials and Costs of Air Preheaters

E. Fintube Limited Partnership and Divisions

1. Computer Programs
 - a. Fin Pricing Program
 - b. OPTO - Rectangular Coil Optimization and Pricing
 - c. RAT99 - General Rating Program
 - d. APH - Air Preheating Design
 - e. CYL - Cylindrical Economizer Optimization and Pricing
 - f. AUTOECON - Automatic Economizer Drawing
2. Manufacturing
 - a. Automatic tube coupling
 - b. Serrator design
 - c. Tube and bundling conveying
 - d. Weld area tooling and setup
 - e. Duplex bender design and operation
 - f. Rod to strip mill design and operation
 - g. X-ID tube mill
3. Information
 - a. Fintube test facility data
 - b. X-ID data
 - c. Customer lists
 - d. Pricing and marketing strategy

- A. Escoa engineering manual
- B. Fintube website - www.fintubelp.com
- C. X-ID Firetube Economizer Program
- D. OPTO - Foster Wheeler version

EXHIBIT E

REGISTERED TRADE NAMES

Trade Name	State
Kentube	Oklahoma and Delaware
Tektube	Delaware
Escoa	Delaware and Oklahoma
Tempco	Delaware
Fintube	Delaware
FLP International Trading Company	Delaware
Kentube Engineered Products	Delaware
Coil Slitting Services	Delaware
Kentube Finned Products	Delaware
Biraghi Canada	Delaware

UNREGISTERED TRADE NAMES

Aletas y Birlos	Fintool Technologies	Steel Coil Services	Oscillate Wound Products
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EXHIBIT F

INTERNET DOMAIN NAMES

1. Fintubelp.com
2. Escoa.com
3. Kentube.com
4. Tektube.com

EXHIBIT G

SOFTWARE AND TECHNOLOGY AGREEMENTS

1. Agreement for Computer Services with Trinity Risk Systems, Inc. signed by Trinity Risk Systems, Inc. 2/5/98 and by Fintube Limited Partnership 3/4/98.
2. Agreement with Planmatics Corp. signed January 1997 between Planmatics Corp. and Steel Coil Services.
3. Software License, Services and Maintenance Agreement with J.D. Edwards World Solutions Company dated September 30, 1998 including Addendum, Exhibits, Reference Agreement, and Attachments.
4. Technology license agreement with Sam Young Heat Exchanger dated 2/19/91 and General Assignment of Contract Rights and Assumption of Obligations dated April 1993 including Memorandum of Understanding, Special Note for License Agreement Renewal and Amendments.
5. Technology license agreement with Daikure dated July 1, 1990 (superceded) and technology license agreement with Daikure dated August 12, 1994.
6. Technology license agreement with L.P. S.p.A. signed February 14, 1992.
7. Technology agreement with Morgan-Koch Corporation signed May 28, 1997.
8. Technology license agreement with Jord Engineers Limited dated January 8, 1993.
9. Technology license agreement with Jord Engineers Limited dated April 19, 1994.
10. Software License Agreement with Fluent Inc. signed by Fintube Limited Partnership on October 6, 1995 and by Fluent Inc. on November 22, 1995.
11. Stelplan software license agreement dated _____.